

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476355

| | | | |
|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MEDLEY OPPORTUNITY FUND II LP | | 05/31/2018 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MEDLEY CAPITAL LLC | | |
| Street Address: | 280 PARK AVENUE, 6TH FLOOR E | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86395278 | AMPHION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6508385109 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 650-838-3743 | | |
| Email: | jlik@shearman.com | | |
| Correspondent Name: | MARIE-ALEXIS VALENTE | | |
| Address Line 1: | 599 Lexington Avenue | | |
| Address Line 2: | Shearman & Sterling LLP | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 40558/3 | | |
| NAME OF SUBMITTER: | MARIE-ALEXIS VALENTE | | |
| SIGNATURE: | /MARIE-ALEXIS VALENTE/ | | |
| DATE SIGNED: | 06/01/2018 | | |
| Total Attachments: 4 | | | |
| source=0 - Amphion Trademark Security Agreement Agent Assignment#page1.tif | | | |
| source=0 - Amphion Trademark Security Agreement Agent Assignment#page2.tif | | | |

CH \$40.00 86395278

source=0 - Amphion Trademark Security Agreement Agent Assignment#page3.tif

source=0 - Amphion Trademark Security Agreement Agent Assignment#page4.tif

EXECUTION VERSION

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of May 31, 2018, from **MEDLEY OPPORTUNITY FUND II LP**, a Delaware limited partnership, as Collateral Agent for the Secured Parties (in such capacity as Collateral Agent, the “Existing Agent”), to **MEDLEY CAPITAL LLC**, a Delaware limited liability company, as the successor Collateral Agent for the Secured Parties effective as of December 11, 2015 (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of January 8, 2016 by AMPHION MEDICAL SOLUTIONS, LLC, a Wisconsin limited liability company (the “Grantor”) in favor of the Existing Agent (the “Trademark Security Agreement”), the Grantor granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.
2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.
3. Further Assurances. Subject to the terms of that certain Resignation of Agent and Appointment of Successor Agent Agreement, dated as of December 11, 2015, the Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

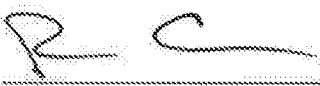
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

MEDLEY OPPORTUNITY FUND II LP

By: MOF II Management LLC, its Authorized Signatory

By: 
Name: Richard T. Allorto Jr.
Title: Chief Financial Officer

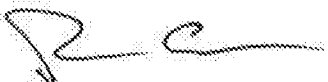
[Signature Page to Assignment of Security Interest in Trademark Collateral (Amphion)]

TRADEMARK
REEL: 006340 FRAME: 0815

Accepted and Agreed:

SUCCESSOR AGENT:

MEDLEY CAPITAL LLC,
as Collateral Agent

By: 
Name: Richard T. Allorto Jr.
Title: Chief Financial Officer

[Signature Page to Assignment of Security Interest in Trademark Collateral (Amphion)]

TRADEMARK
REEL: 006340 FRAME: 0816

Schedule 1

I. REGISTERED TRADEMARKS

| Mark | Registrant | Serial No. | Filing Date | Reg. No. | Reg. Date |
|---------|--------------------------------|------------|--------------------|-----------|----------------|
| AMPHION | Amphion Medical Solutions, LLC | 86/395,278 | September 15, 2014 | 4,723,748 | April 21, 2015 |