

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481185

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900446310
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sarnova HC, LLC		04/04/2018	Limited Liability Company: DELAWARE
Tri-anim Health Services, Inc.		04/04/2018	Corporation: CALIFORNIA
Bound Tree Medical, LLC		04/04/2018	Limited Liability Company: OHIO
Cardio Partners, Inc.		04/04/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Glas Trust Company LLC
Street Address:	230 Park Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10169
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4821567	RESCUETRAC
Registration Number:	4544903	WE PUT THE AED IN FIRST AID
Registration Number:	4346956	2ND LIFE
Registration Number:	4171900	DXE
Registration Number:	4762735	MEDSTORM
Registration Number:	4744304	MEDSTORM
Registration Number:	3995115	SARNOVA
Registration Number:	3965097	TITANCARE
Registration Number:	3928618	MAKING PRECIOUS MINUTES COUNT
Registration Number:	3950341	BOUND TREE MEDICAL
Registration Number:	4053956	CURAPLEX
Registration Number:	5190557	SCHOOL KIDS HEALTHCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3952868	SCHOOL KIDS HEALTHCARE
Registration Number:	2426937	E-QUICK
Registration Number:	3557324	TRI-ANIM

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	156469-20
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/10/2018

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 4, 2018, among SARNOVA HC, LLC, TRI-ANIM HEALTH SERVICES, INC., CARDIO PARTNERS INC. and BOUND TREE MEDICAL, LLC (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”), and GLAS TRUST COMPANY LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Haddock, Inc., a Delaware corporation (“**Initial Borrower**”), Herring, Inc., a Delaware corporation (“**Holdings**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), GLAS Trust Company LLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and as the Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of April 4, 2018 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to a Pledge and Security Agreement, dated as of April 4, 2018, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing, and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by any Grantor, including those referred to on Schedule II hereto;
- (c) all Trademarks owned by any Grantor, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

- (d) all Intellectual Property Licenses granting a party any rights to use any of the Copyrights, Patents, or Trademarks described under subsections (a)-(c), to the extent permitted by such Intellectual Property Licenses;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

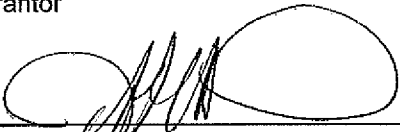
Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING Error! Reference source not found.-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).


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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.


SARNOVA HC, LLC,
as Grantor

By: 
Name: Jeffrey M. Prestel
Title: President

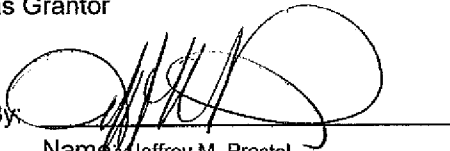
TRI-ANIM HEALTH SERVICES, INC.,
as Grantor

By: 
Name: Jeffrey M. Prestel
Title: President

CARDIO PARTNERS, INC.,
as Grantor

By: 
Name: Jeffrey M. Prestel
Title: President

BOUND TREE MEDICAL, LLC,
as Grantor

By: 
Name: Jeffrey M. Prestel
Title: President

ACCEPTED AND AGREED:

Glas Trust Company LLC,
as Collateral Agent

By: _____

Name:

Martin Reed

Title:

Vice President

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

Copyrights

Grantor	Title	Reg. No. or Appln. No.	Date
None.			

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS


Patents

Grantor	Title	Reg. No. or Appln. No.	Date
None.			

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Title	Reg. No. or Appln. No.	Date
Bound Tree Medical, LLC	ALLMED	2008521	10/15/1995
Cardio Partners Inc.	CARDIO PARTNERS RESOURCES (& Design) 	4420806	10/22/2013
Cardio Partners, Inc.	RESCUETRAC	4821567	9/29/2015
Cardio Partners, Inc.	WE PUT THE AED IN FIRST AID	4544903	6/3/2014
Cardio Partners, Inc.	2ND LIFE	4346956	6/4/2013
Cardio Partners, Inc.	DXE	4171900	7/10/2012
Sarnova HC, LLC	MEDSTORM	4762735	6/30/2015
Sarnova HC, LLC	MEDSTORM	4744304	5/26/2015
Sarnova HC, LLC	SARNOVA	3995115	7/12/2011
Sarnova HC, LLC	TITANCARE	03965097	5/24/2011
Sarnova HC, LLC	MAKING PRECIOUS MINUTES COUNT	3928618	3/8/2011
Sarnova HC, LLC	BOUND TREE MEDICAL	3950341	4/26/2011
Sarnova HC, LLC	CURAPLEX	4053956	11/8/2011
Sarnova HC, LLC	SCHOOL KIDS HEALTHCARE	5190557	4/25/2017
Sarnova HC, LLC	SCHOOL KIDS HEALTHCARE	3952868	4/26/2011
Tri-Anim Health Services, Inc.	E-QUICK	2426937	2/6/2001

A36284497/0.3/01 Apr 2018

Tri-Anim Health Services, Inc.	TRI-ANIM	3557324	1/6/2009
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