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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Specialty Surgical Instrumentation, Inc.		08/30/2018	Corporation: TENNESSEE

### **RECEIVING PARTY DATA**

Name:	Healthcare Financial Solutions, LLC, as Agent	
Street Address:	2 Bethesda Metro Center	
Internal Address:	Suite 600	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	86791930	OPERATING WITH PRECISION
Serial Number:	71543007	BOVIE
Registration Number:	2767242	AARON
Registration Number:	3662684	BOVIE
Registration Number:	1208079	BOVIE
Registration Number:	4960363	BOVIE
Registration Number:	5324409	BOVIE
Registration Number:	4937528	BOVIE ULTIMATE
Registration Number:	2455921	DEDICATED TO DISTRIBUTION

### **CORRESPONDENCE DATA**

**Fax Number:** 7044448847

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:** 404-443-5500

**Email:** ksaltrick@mcguirewoods.com

Correspondent Name: McGuireWoods LLP

Address Line 1: 1230 Peachtree Street N.E. Address Line 2: Attention: Gerum Yilma, Esq.

Address Line 4: Atlanta, GEORGIA 30309			
NAME OF SUBMITTER:	Gerum Yilma		
SIGNATURE:	/S/ Gerum Yilma		
DATE SIGNED:	08/30/2018		
Total Attachments: 5			
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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2018, is made by Specialty Surgical Instrumentation, Inc. ("the "Grantor"), in favor of Healthcare Financial Solutions, LLC ("<u>HFS</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks , including, without limitation, those pending and registered Trademarks referred to on <u>Schedule 1</u> hereto;

- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPECIALTY SURGICAL INSTRUMENTATION, INC.,

as Grantor

By: 100000 Name: Scott Kunkel

Title: Chief Financial Officer

SYMMETRY SURGICAL, INC. TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

ACCEPTED AND AGREED as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC

Mame: Reffrey Schaal
Title: Duly Authorized Signatory

SYMMETRY SURGICAL, INC. TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

# Trademarks owned by Specialty Surgical Instrumentation, Inc.

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
AARON	United States	76/093,377	7/20/2000	2,767,242	9/23/2003	Registered
BOVIE	United States	77/499,912	6/16/2008	3,662,684	8/4/2009	Registered
BOVIE	United States	73/329,856	9/28/1981	1,208,079	9/14/1982	Registered
BOVIE	CTM	003351855	9/12/2003	003351855	12/17/2004	Registered
BOVIE	Canada	0197850	12/30/1947	UCA28960	12/30/1947	Registered
BOVIE	Japan	S57-043542	5/21/1982	1783448	6/25/1985	Registered
BOVIE	United States	86/788,702	10/15/2015	4,960,363	5/17/2016	Registered
BOVIE and design	United States	71/543,007	9/4/1947	507,917	3/22/1949	Registered
BOVIE and design	United States	86/791,878	10/19/2015	5,324,409	10/31/2017	Registered
BOVIE and design	France	1506770	1/3/1989	1506770	1/3/1989	Registered
BOVIE ULTIMATE	United States	86/356,334	8/4/2014	4,937,528	4/12/2016	Registered
DEDICATED TO DISTRIBUTION	United States	75/596,045	11/27/1998	2,455,921	5/29/2001	Registered
OPERATING WITH PRECISION	United States	86/791,930	10/19/2015			Allowed
BOVIE	China	16425066	2/28/2015	16425066	4/14/2017	Registered

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**RECORDED: 08/30/2018**