

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNITED MEDICAL SYSTEMS (DE), INC.		03/12/2019	Corporation:
AMERICAN KIDNEY STONE MANAGEMENT, LTD.		03/12/2019	Corporation:
AKSM MEDICAL VENTURES, INC.		03/12/2019	Corporation:

RECEIVING PARTY DATA

Name:	White Oak Healthcare Finance, LLC, as Administrative Agent
Street Address:	c/o White Oak Global Advisors, LLC, 900 Third Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3033896	SOLUTIONS FOR BETTER PATIENT CARE
Registration Number:	3033888	SOLUTIONS FOR BETTER UROLOGICAL CARE
Registration Number:	3094713	UMS UNITED MEDICAL SYSTEMS
Registration Number:	3022747	
Registration Number:	3026128	UMS
Registration Number:	3052651	SOLUTIONS FOR BETTER BREAST CARE
Registration Number:	2423312	AKSM
Registration Number:	4034253	UROLOGY SPECIALISTS OF AMERICA USA
Registration Number:	4031317	NATIONAL PERSPECTIVE. LOCAL CARE
Registration Number:	5259405	PROSTATE TREATMENT. WITHOUT COMPROMISE.
Registration Number:	5354362	EWAVE

CORRESPONDENCE DATA

Fax Number: 2125562222

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.

TRADEMARK

Phone: 2127905315
Email: dnelson@kslaw.com
Correspondent Name: Danielle Nelson c/o King & Spalding LLP
Address Line 1: 1185 Avenue of the Americas
Address Line 2: FL 35
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 24647.765002

NAME OF SUBMITTER: Danielle Nelson

SIGNATURE: /s/ Danielle Nelson

DATE SIGNED: 03/12/2019

Total Attachments: 6

source=UMS - Intellectual Property Security Agreement (Execution Version)#page1.tif

source=UMS - Intellectual Property Security Agreement (Execution Version)#page2.tif

source=UMS - Intellectual Property Security Agreement (Execution Version)#page3.tif

source=UMS - Intellectual Property Security Agreement (Execution Version)#page4.tif

source=UMS - Intellectual Property Security Agreement (Execution Version)#page5.tif

source=UMS - Intellectual Property Security Agreement (Execution Version)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated March 12, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of White Oak Healthcare Finance, LLC, as Administrative Agent for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, UNITED MEDICAL SYSTEMS (DE), INC., a Delaware corporation, as the Borrower Representative, UNITED MEDICAL SYSTEMS LLC, a Delaware limited liability company ("**Holdings**"), certain other Subsidiaries of Holdings that are listed as Borrowers and Guarantors thereunder, certain Lenders party thereto and White Oak Healthcare Finance, LLC, as Administrative Agent for such Lenders have entered into a Loan and Security Agreement dated as of March 12, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Loan Agreement**").

WHEREAS, pursuant to Section 3.01 of the Loan Agreement the Grantors have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lender Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

all United States trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) set forth in Schedule A hereto, and all common-law rights related thereto, together, in each case, with the goodwill symbolized thereby (the "**Trademarks**");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Grants, Rights and Remedies. This IP Security Agreement is expressly subject to the terms and conditions of the Loan Agreement and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Loan Agreement.

Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

Address for Notices:

United Medical Systems (DE), Inc.
1700 West Park Drive
Westborough, Massachusetts 01581
Attention: Paul Hajjar
Telephone: (508) 870-6565
Email Address: phajjar@ums-usa.com

with a copy to:

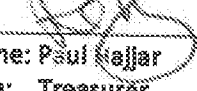
Morgan, Lewis & Bockius LLP
301 Park Avenue
New York, NY 10178
Attention: Matthew Scherneck and
Steven Navarro
Telephone: (212) 309-6000
Email Address:
matthew.scherneck@morganlewis.com
and steven.navarro@morganlewis.com

GRANTORS:

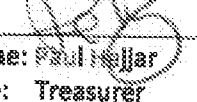
UNITED MEDICAL SYSTEMS (DE), INC.

By: 
Name: Paul Hajjar
Title: Chief Financial Officer

AMERICAN KIDNEY STONE MANAGEMENT, LTD.

By: 
Name: Paul Hajjar
Title: Treasurer

AKSM MEDICAL VENTURES, INC.

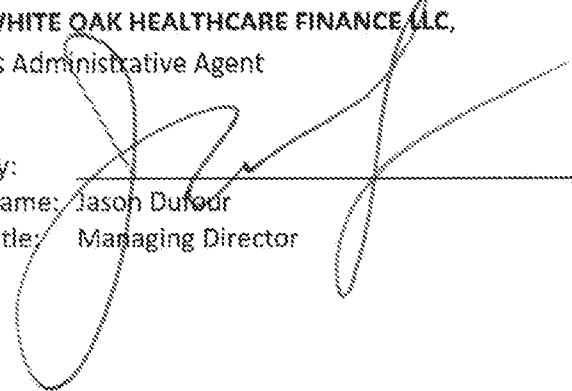
By: 
Name: Paul Hajjar
Title: Treasurer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006588 FRAME: 0593

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

WHITE OAK HEALTHCARE FINANCE, LLC,
as Administrative Agent


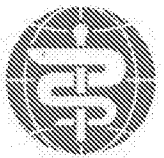
By: 
Name: Jason Duford
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006588 FRAME: 0594

Schedule A

Trademarks

Mark	Owner	Country	Registration Number	Registration Date	Status
SOLUTIONS FOR BETTER PATIENT CARE [Stylized]	United Medical Systems (DE), Inc.	US	3,033,896	12/27/2015	Registered
SOLUTIONS FOR BETTER UROLOGICAL CARE [Stylized]	United Medical Systems (DE), Inc.	US	3,033,888	12/27/2015	Registered
UMS UNITED MEDICAL SYSTEMS AND Globe Design 	United Medical Systems (DE), Inc.	US	3,094,713	5/23/2016	Registered
Globe Design 	United Medical Systems (DE), Inc.	US	3,022,747	12/06/2015	Registered
UMS	United Medical Systems (DE), Inc.	US	3,026,128	12/13/2015	Registered
SOLUTIONS FOR BETTER BREAST CARE [Stylized]	United Medical Systems (DE), Inc.	US	3,052,651	1/31/2016	Registered
AKSM	American Kidney Stone Management, Ltd.	US	2423312	1/23/2001	Registered
UROLOGY SPECIALISTS OF AMERICA (stylized design)	AKSM Medical Ventures, Inc.	US	4034253	10/4/2011	Registered
NATIONAL PERSPECTIVE. LOCAL CARE.	AKSM Medical Ventures, Inc.	US	4031317	9/27/2011	Registered

Prostate Treatment. Without Compromise.	AKSM Medical Ventures, Inc.	US	5259405	8/8/2017	Registered
eWave	AKSM Medical Ventures, Inc.	US Ohio	5354362 3962310	12/12/2017 11/21/2016	Registered Service Mark
Energy Wave Therapy	AKSM Medical Ventures, Inc	Ohio Delaware	3962312 2017000200	11/21/2016 02/08/2017	Service Mark Trademark
EWAVE4ED	AKSM Medical Ventures, Inc.	Ohio	3962311	11/21/2016	Registered
AKSM, Ltd.	AKSM Medical Ventures, Inc.	Ohio	2221600	5/8/2018	Registered