

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Infusion Solutions Acquisition, LLC		09/18/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A.		
Street Address:	11 West 42nd Street, 13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5629639	ADVANCED INFUSIONCARE	
Registration Number:	5730713	ADVANCED INFUSION SOLUTIONS	
Registration Number:	5608534	AIS HEALTHCARE	
Registration Number:	5608535	V	
Registration Number:	5681853	PATIENT. CARE. TRUST.	
Registration Number:	5624420	ADVANCED INTRATHECALCARE	
Registration Number:	5740960	MY AIS CONNECT	
Serial Number:	87776214	AP+TS=LESS RISK ASEPTIC PROCESSING TERMI	
Serial Number:	87776151	AP+TS ASEPTIC PROCESSING TERMINAL STERIL	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527709		
Email:	mweddington@orrick.com, mshellenhamer@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	35421.6		

CH \$240.00 5629639

NAME OF SUBMITTER:	Matthew Shellenhamer
SIGNATURE:	/Matthew Shellenhamer/
DATE SIGNED:	09/19/2019
Total Attachments: 7 source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page1.tif source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page2.tif source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page3.tif source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page4.tif source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page5.tif source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page6.tif source=AIS - Trademark Security Agreement (AIS Acquisition - 2019)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 18, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entity identified as a grantor on the signature pages hereto (the “Grantor”) in favor of CIT BANK, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to in the Security Agreement referenced below) (in such capacity together with its successors and permitted assigns, the “Administrative Agent”).

WHEREAS the Grantor is party to a Security and Pledge Agreement, dated as of October 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantor and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties whether now owned or existing or hereafter owned, acquired, existing or arising hereafter (collectively, the “Trademark Collateral”):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the United States, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including, without limitation, the registrations and registrations applications listed on Schedule A hereto,

(ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing,

(iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing,

(iv) the right to sue for past, present or future infringements of any of the foregoing,

(v) all rights corresponding to any of the foregoing (including, without limitation, the goodwill), and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing;

provided that the security interest granted herein shall not extend to, and the term “Trademark Collateral” shall not include any Excluded Property.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall remain in full force and effect until the Termination Date, at which time this Agreement and all security interests in the Trademark Collateral granted hereunder shall automatically be terminated and the Administrative Agent shall, upon the request and at the expense of the Grantor, execute and deliver documents reasonably requested by the Grantors evidencing such termination, and all rights to the Trademark Collateral shall revert to the Grantor.

SECTION 6. GOVERNING LAW

This Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly

set forth therein) and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. COUNTERPARTS

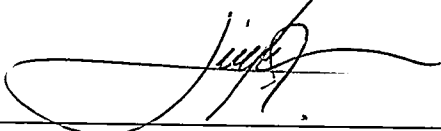
This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

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


**ADVANCED INFUSION SOLUTIONS
ACQUISITION, LLC, as Grantor**

By: TVG-EP-AIS Acquisition Corp.

By: 
Name: Simon Castellanos
Title: Chief Executive Officer

Acknowledged and Agreed:

CIT BANK, N.A., as Administrative Agent

By: 
Name: William Backus
Title: Director

[Signature Page -- Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

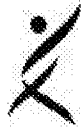

[See Attached]

Schedule A

4141-3347-6127

TRADEMARK
REEL: 006749 FRAME: 0204

TRADEMARKS

Trademark	Serial No./ Registration No.	Filing Date/ Registration Date	Current Owner	Status
ADVANCED INFUSIONCARE	87,399,590 5,629,639	04/05/2017 12/11/2018	Advanced Infusion Solutions Acquisition, LLC	Registered
ADVANCED INFUSION SOLUTIONS	87,411,143 5,730,713	04/13/2017 04/23/2019	Advanced Infusion Solutions Acquisition, LLC	Registered
AIS HEALTHCARE	87,731,949 5,608,534	12/22/2017 11/13/2018	Advanced Infusion Solutions Acquisition, LLC	Registered
	87,731,960 5,608,535	12/22/2017 11/13/2018	Advanced Infusion Solutions Acquisition, LLC	Registered
PATIENT. CARE. TRUST.	87,731,938 5,681,853	12/22/2017 02/19/2019	Advanced Infusion Solutions Acquisition, LLC	Registered
ADVANCED INTRATHECALCARE	87,731,972 5,624,420	12/22/2017 12/04/2018	Advanced Infusion Solutions Acquisition, LLC	Registered
	87,776,767 5,740,960	01/30/2018 04/30/2019	Advanced Infusion Solutions Acquisition, LLC	Registered
AP+TS=LESS RISK ASEPTIC PROCESSING TERMINAL STERILIZATION	87,776,214	01/30/2018	Advanced Infusion Solutions Acquisition, LLC	Allowed
AP+TS ASEPTIC PROCESSING TERMINAL STERILIZATION	87,776,151	01/30/2018	Advanced Infusion Solutions Acquisition, LLC	Allowed

Schedule A

4141-3347-6127

RECORDED: 09/19/2019

**TRADEMARK
REEL: 006749 FRAME: 0205**