OP \$65.00 4233655

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM543969

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AOSS MEDICAL SUPPLY, L.L.C.		09/12/2019	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4233655	TRUEDERMA
Registration Number:	4233654	NITRI-SURE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	10/04/2019

Total Attachments: 6

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OMB Collection 0851-0027 (ex. 6/		United States Patent and		
		ORM COVER SHEET		
		RKS ONLY		
	S. Patent and Trademark Office: Pleasety(ies)/Execution Date(s):	se record the attached documents or the new address 2. Name and address of receiving party(ies)		
AOSS MEDICAL SUPPLY, L.L.C.		Additional names, addresses, or citizenship attached?	☐ Yes ⊠ No	
		Name: Bank of America, N.A.	E2 140	
☐ Individual(s)	☐ Association	Internal Address:		
General Partnership	Limited Partnership	Street Address: One Bryant Park		
☐ Corporation ☑ Limited Liability Compa	nv	City: New York		
Citizenship: <u>LA</u>	•	State: <u>NY</u>		
Execution Date(s) <u>Septem</u>	ber 12, 2019	Country: USA Zip: 10036		
Additional names of conve	ying parties attached? ☐Yes			
		☐ General Partnership Citizenship:		
3. Nature of conveyance:		☐ Limited Partnership Citizenship:		
☐ Assignment	☐ Merger	☐ Corporation Citizenship:		
Security Agreement	☐ Change of Name	☐ Other LLC Citizenship:		
Other		If assignee is not domiciled in the United States, a d representative designation is attached. ☐Yes ☒ N (Designations must be a separate document from a	O	
4. Application number(s) A. Trademark Application I	or registration number(s) and ident No.(s) See Attached Schedule 1	ification or description of the Trademark. B. Trademark Registration No.(s) See Attached Sch	*************************	
C. Identification or Descrip	tion of Trademark(s) (and Filing Date i	f Application or Registration Number is unknown)	163 1110	
5. Name address of party concerning document sh Name: Susan O'Brien	to whom correspondence could be mailed:	6. Total number of applications and registrations involved: 2		
Internal Address: CT Lien	Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card		
Street Address: 187 Wolf F	Road, Suite 101	Authorized to be charged to deposit accoun	ıt	
City: <u>Albany</u>		☐ Enclosed		
:		8. Payment Information:		
State: NY	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers		
Phone Number: 800-342-3	676	Expiration Date		
Fax Number: 800-962-704	9	b. Deposit Account Number		
Email Address: cls-udsalba	any@wolterskluwer.com	Authorized User Name:		
9. Signature:			1 2012	
	Signature	Dat	e	
1	Gloria Sheehan	Total number of pages incl sheet, attachments, and do		

Gloria Sheehan sheet, attachmer

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 12, 2019, is made by AOSS MEDICAL SUPPLY, L.L.C., a Louisiana limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A. ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

- 1. <u>Defined Terms</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. <u>Grant of Security</u>. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "<u>Trademark Collateral</u>"):
- (a) the Trademarks and Trademark applications set forth on <u>Schedule 1</u> hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "<u>Trademarks</u>");
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

- 3. <u>Recordation.</u> Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.
- 4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 6. <u>Successors and Assigns.</u> This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This Trademark Security Agreement 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 8. <u>Disputes.</u> All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

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

AOSS MEDICAL SUPPLY, L.L.C., as Grantor

By:

Name: Eric Liew

Title:

Manager

[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,

as Lender

Ву:

Name: Steven Blumberg

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TRADEMARKS AND TRADEMARK APPLICATIONS

Serial Numb	er Reg. Numb	er Word Mark
85576708	4233655	TRUEDERMA
85576697	4233654	NITRI-SURE

5781414.2

RECORDED: 10/04/2019

[Schedule | - Trademark Security Agreement]

TRADEMARK

REEL: 006764 FRAME: 0271