

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dorado Holdco, LLC		12/23/2019	Limited Liability Company: DELAWARE
Dealfish Acquisition Vehicle, Inc.		12/23/2019	Corporation: DELAWARE
Dogfish Acquisition Vehicle, Inc.		12/23/2019	Corporation: DELAWARE
Banner Precision Holding Corporation		12/23/2019	Corporation: DELAWARE
Banner Medical Innovations, Inc.		12/23/2019	Corporation: INDIANA
Banner Real Estate, LLC		12/23/2019	Limited Liability Company: ILLINOIS
Banner Pump and Materials, Inc.		12/23/2019	Corporation: ILLINOIS
Banner Service Corporation		12/23/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor 22		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4385099	BANNER ASSURANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3132233461		
Email:	nlevine@dickinsonwright.com		
TRADEMARK			

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Correspondent Name: Daniel Burkhart, Dickinson Wright PLLC
Address Line 1: 500 Woodward Avenue
Address Line 2: Suite 4000
Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER: Daniel Burkhart

SIGNATURE: /Daniel Burkhart/

DATE SIGNED: 12/24/2019

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 23, 2019 by DORADO HOLDCO, LLC, a Delaware corporation ("Holdings"), DEALFISH ACQUISITION VEHICLE, INC., a Delaware corporation ("Dealfish"), DOGFISH ACQUISITION VEHICLE, INC., a Delaware corporation ("Dogfish"), BANNER PRECISION HOLDING CORPORATION, a Delaware corporation ("Banner Precision"), BANNER MEDICAL INNOVATIONS, INC., an Indiana corporation ("Banner Medical"), BANNER REAL ESTATE, LLC, an Illinois limited liability company ("Banner Real Estate"), BANNER PUMP AND MATERIALS, INC., an Illinois corporation ("Banner Pump"), BANNER SERVICE CORPORATION, an Illinois corporation ("Banner Service", and together with Holdings, Dealfish, Dogfish, Banner Precision, Banner Medical, Banner Real Estate, and Banner Pump, collectively the "Grantors", and each, individually, a "Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantors, Holdings, the lenders party thereto, and the Administrative Agent are entering into a Credit Agreement dated as the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. This Agreement is a Confirmatory Grant as referenced in and contemplated by the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.


This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature pages follow]


IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:


DORADO HOLDCO, LLC

By: 
Name: John Stewart
Title: President

DEALFISH ACQUISITION VEHICLE, INC.

By: 
Name: John Stewart
Title: President

DOGFISH ACQUISITION VEHICLE, INC.

By: 
Name: John Stewart
Title: President

BANNER PRECISION HOLDING CORPORATION

By: _____
Name: Mark Redding
Title: President

BANNER MEDICAL INNOVATIONS, INC.

By: _____
Name: Mark Redding
Title: President

BANNER REAL ESTATE, LLC

By: _____
Name: Mark Redding
Title: President

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DOGFISH ACQUISITION VEHICLE, INC.

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Name: Mark Redding
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BANNER MEDICAL INNOVATIONS, INC.

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BANNER REAL ESTATE, LLC

By:  _____
Name: Mark Redding
Title: President


Signature Page to Banner Patent and Trademark Security Agreement

TRADEMARK
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BANNER PUMP AND MATERIALS, INC.

By: 
Name: Mark Redding
Title: President

BANNER SERVICE CORPORATION

By: 
Name: Mark Redding
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Andrew Finemore

Title: Authorized Officer

Signature Page to Banner Patent and Trademark Security Agreement

TRADEMARK
REEL: 006825 FRAME: 0641

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARKS

Trademark	Application No. Registration No.	Application Date Registration Date	Status	Owner
BANNER ASSURANCE	85/603,678 4,385,099	4/20/2012 8/13/2013	Registered	Banner Service Corporation

TRADEMARK LICENSES

None.

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS

None.

PATENTS

None.

PATENT LICENSES

None.

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