

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccuTec Blades, Inc.		01/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5418647	ACCUTEC	
Registration Number:	5297571	ACCUTEC	
Registration Number:	2405807	AMERICAN LINE	
Registration Number:	4785859	ARMOREDGE	
Registration Number:	5036572	AUTO CHANGE	
Registration Number:	2372914	BLUE THUNDER	
Registration Number:	1933686	DERMABLADE	
Registration Number:	5418648	ENGINEERED TO PERFORM	
Registration Number:	5178101	ENGINEERED TO PERFORM	
Registration Number:	0354628	GEM	
Registration Number:	2166321	GEM	
Registration Number:	5088352	GEM RUNNER	
Registration Number:	1555647	MICROCOAT	
Registration Number:	4638338	TRUCUT	
Registration Number:	4507554	WHITE LIGHTNING	
Serial Number:	88558935	FLARE	
CORRESPONDENCE DATA			

OP \$415.00 5418647

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (130735-01015 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	130735-01015
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	01/28/2020
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Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of January 22, 2020, is made by ACCUTECH BLADES, INC., a Delaware corporation (“**AccuTec**” and together with any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “**Grantors**” and each a “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., as “**Lender**” under the Credit Agreement referenced below (the “**Lender**”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among the Lender, the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Credit Agreement**”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Lender has made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Lender, on behalf of and for the benefit of the Secured Parties, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Patents, Trademarks and Copyrights (each as defined in the Security Agreement) and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Lender’s security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement and the Security Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Security Agreement or any other Loan Document, to secure the prompt payment and performance of all Secured Obligations to Lender and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and lien upon all of such Grantor’s right, title and interest in, to and under all of each Grantor’s Patents, Trademarks and Copyrights (each as defined in the Security Agreement), including, without limitation, the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and 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;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Secured Obligations unless and until the Secured Obligations have been indefeasibly satisfied and paid in full in cash and all Commitments under the Credit Agreement have been terminated.

Section 2. Security Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Lender pursuant to the Security Agreement and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests in and liens upon the Intellectual Property 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.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a compliance certificate under the Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a “Supplement”), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Lender, on behalf of and for the benefit of the Secured Parties, to secure the Secured Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Lender to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor’s acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly execute and deliver a Supplement to Lender pursuant to this Section 5, each Grantor hereby authorizes Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Lender that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Lender under the Credit Agreement or any of the other Loan Documents or otherwise available to Lender as a secured creditor at law or in equity, Lender may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Lender under the Credit Agreement or any other Loan Document, each Grantor

hereby authorizes Lender, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Lender may deem necessary or desirable in order for Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Lender, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Secured Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.

Section 9. Miscellaneous. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 8.01, Section 8.03, Section 8.09 and Section 8.10 of the Credit Agreement are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Lender, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ACCUTEC BLADES, INC.

By: _____

Name: Kevin Brejeny

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006847 FRAME: 0907

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: Eric Anderson
Name: Eric Anderson
Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

Schedule 1 to Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications

(a) PATENTS (ALL REGISTERED TO ACCUTECH BLADES, INC.)

Patent Description	Patent Number	Issue Date
Cushion Back Cutter	US D649,425	29-Nov-2011
Cushion Back Cutter	EM 001782103-0001	16-Nov-2010
Loop Pile Cutter	EM 001778960-0001	09-Nov-2010
Loop Pile Cutter	US D649,424	29-Nov-2011
Star Roller	EM 001778903-0001	09-Nov-2010
Star Roller	US D655,993	20-Mar-2012
Smooth Roller	EM 001780396-0001	11-Nov-2010
Smooth Roller	US D661,491	12-Jun-2012
Mini Scraper	US D586,512	10-Feb-2009
Folding Utility Knife	US D588,433	17-Mar-2009
Safety Blade Dispenser	US D596,045	14-Jul-2009
Floor Stripper	US D588,318	10-Mar-2009
Wall Stripper	US D587,871	03-Mar-2009
Wall Stripper	EM 000980271-0001	29-Aug-2008
Snap-Off Knife	US D602,325	20-Oct-2009
Snap-Off Knife	EM 000980297-0002	18-Sep-2008
Blade Dispenser	US D595,152	30-Jun-2009
Razor Blade Dispenser	US D624,833	05-Oct-2010
Blade Dispenser	US D130181	11-Aug-2009
Blade Dispenser	US D596,046	14-Jul-2009
Dispenser	CN ZL2009080103887.2	08-Aug-2012
Dispenser	EP 2240388	03-Apr-2013
Dispenser	DE 2240388	03-Apr-2013
Dispenser	FR 2240388	03-Apr-2013
Dispenser	GB 2240388	03-Apr-2013
Wide Scraper	US D592,370	12-May-2009
Deep Hook Blade	US D605,005	01-Dec-2009
Auto Feed Utility Knife	US D606,838	29-Dec-2009
Auto Feed Utility Knife	CA 131407	19-Feb-2010
Retractable Blade Knife	US D624,386	28-Sep-2010
Retractable Blade Knife	EM 001158745-0001	02-Oct-2009
Retractable Blade Knife	CA 131827	22-Mar-2010
Scraper	US D615,261	04-May-2010
Scraper	EM 001158737-0001	21-Oct-2009
Scraper	CA 131826	24-Mar-2010
8" Floor Scraper	US D615,262	04-May-2010
8" Floor Scraper	EM 001160543-0001	30-Oct-2009
8" Floor Scraper	CA 131946	17-Mar-2010
Blade Dispenser	US 10,315,833	11-Jun-2019
Blade Dispenser	US 10,259,642	16-Apr-2019
Blade Dispenser	US D595,153	30-Jun-2009
Blade Dispenser	US D720,628	06-Jan-2015
Multi-Purpose Razor Blade Tool	US 6,598,301	29-Jul-2003
Blade Dispenser	US D779,338	21-Feb-2017
Blade Dispenser	US D832,116	30-Oct-2018

Blade Dispenser	US D813,056	20-Mar-2018
Blade Dispenser	EM 004156487-0001	21-Aug-2017
Blade Dispenser	MX 56223	19-Aug-2019
Single Piece Spring Clip For Razor	US 6,421,925	23-Jul-2002
Shaving Razor	US D589,210	24-Mar-2009
Wall Hanger For A Razor	US D574,651	12-Aug-2008
Vibrating Razor Handle	US D537,207	20-Feb-2007
Razor Cartridge and Interconnect	US D535,784	03-Jan-2007
Shaving Razor	US D588,308	10-Mar-2009
Shaving Razor	US D633,252	22-Feb-2011
Razor Cartridge	US D625,883	19-Oct-2010
Shaving Razor	US D640,004	14-Jun-2011
Surgical Prep Razor	US D552,795	09-Oct-2007
Razor Protector	CA 133004	20-Oct-2010
Shaving System	GB 2437887	29-Sep-2007
Shaving Razor	EM 000786082-0001	10-Dec-2007
Shaving Razor	EM 000786082-0002	10-Dec-2007
Shaving Razor	EM 000786082-0003	10-Dec-2007
Razor Handle	EM 000745443-0001	22-Jun-2007
Blade Grip	US D837,374	01-Jan-2019
Grip for a Derma Blade	US D829,907	02-Oct-2018
Grip for a Derma Blade	US D829,908	02-Oct-2018
Grip for a Derma Blade	EM 004179513-0001	01-Sep-2017
Grip for a Derma Blade	CA 177798	29-Jun-2018
Grip for a Derma Blade	AU 201716515	13-Nov-2017
Grip for a Derma Blade	NZ 423634	26-Oct-2017
Derma Blade	US D830,552	09-Oct-2018
Derma Blade	EM 004675536-0001	22-Jan-2018
Derma Blade	CA 179190	08-Feb-2019
Derma Blade	AU 201810339	22-Feb-2018
Derma Blade	NZ 423953	28-Jul-2017
Surgical Instruments	EM 005238979-0001	18-Apr-2018
Blade Dispenser	US D840838	19-Feb-2019
Blade Dispenser	US D840839	19-Feb-2019

(b) PATENT APPLICATIONS OF ACCUTEC BLADES, INC.

Patent Application	Application Serial Number	Application Date
Knife Having a Position-Adjustable Blade	US 62/881,859	01-Aug-2019
Utility Knife	US 16/600,406	11-Oct-2019
Utility Knife	WO PCT/ US19/56002	11-Oct-2019
Utility Knife	US 29/709,244	11-Oct-2019
Utility Knife	US 29/709,229	11-Oct-2019
Double Edged Blade Grip Assembly	EP 17869559.9	14-Nov-2017
Double Edged Blade Grip Assembly	US 15/812,899	14-Nov-2017
Double Edged Blade Grip Assembly	CN 201780070034.X	14-Nov-2017
Double Edged Blade Grip Assembly	CA 3,043,524	14-Nov-2017
Double Edged Blade Grip Assembly	AU 2017356302	14-Nov-2017

Double Edged Blade Grip Assembly	NZ 758855	14-Nov-2017
Blade Grip Assembly	US 16/484,396	07-Aug-2019
Blade Grip Assembly	CN 201880015678.3	07-Feb-2018
Blade Grip Assembly	EP 18751301.5	07-Feb-2018
Blade Grip Assembly	CA 3,052,637	07-Feb-2018
Blade Grip Assembly	AU 2018219832	07-Feb-2018
Blade Grip Assembly	NZ 755997	07-Feb-2018
Blade Grip Assembly	WO PCT/ US18/17298	07-Feb-2018
Dispenser	HK 11104002.5	20-Apr-2011
Rotating Blade Scoring Tool	US 15/350,681	14-Nov-2016

2. Trademarks and Trademark Applications:

(a) TRADEMARKS (ALL REGISTERED TO ACCUTEC BLADES, INC.)

Trademark	Registration Date	Registration Number
ACCUTEC	1/11/2016	EU Reg. No. 014534937
ACCUTEC	2/24/2017	Mexico Reg. No. 1726605
ACCUTEC	3/10/2017	Mexico Reg. No. 1730708
ACCUTEC	11/23/2015	Mexico Reg. No. 1591820
ACCUTEC	3/6/2018	US Reg. No. 5418647
	1/11/2016	EU Reg. No. 014534952
	10/30/2015	Mexico Reg. No. 1585879
	3/24/2016	EU Reg. No. 014895775
	2/24/2017	Mexico Reg. No. 1726619
	3/10/2017	Mexico Reg. No. 1730711
	4/4/2016	Mexico Reg. No. 1626036
	9/26/2017	US Reg. No. 5297571
AMERICAN LINE	12/30/2002	Canada Reg. No. TMA572890
AMERICAN LINE	11/22/1999	Ireland Reg. No. 215718
AMERICAN LINE	12/3/1999	Mexico Reg. No. 646906
AMERICAN LINE	11/21/2000	US Reg. No. 2405807
AMERICAN LINE	4/21/2014	China Reg. No. 10216318
	4/19/2002	UK Reg. No. 2274605
AMERICAN LINE PRO	8/14/2015	China Reg. No. 10216317
ARDELL	11/11/1994	Australia Reg. No. 645559
ARMOREDGE	8/4/2015	US Reg. No. 4785859
AUTO CHANGE	9/6/2016	US Reg. No. 5036572
BLUE THUNDER	8/1/2000	US Reg. No. 2372914
DERMABLADE	8/19/2014	Canada Reg. No. TMA884374

DERMABLADE	6/23/2014	EU Reg. No. 012543013
DERMABLADE	11/7/1995	US Reg. No. 1933686
DERMABLADE	8/25/2014	Argentina Reg. No. 2673120
DERMAGARD	4/30/2008	Mexico Reg. No. 1039005
ENGINEERED TO PERFORM	2/24/2017	Mexico Reg. No. 1726606
ENGINEERED TO PERFORM	2/24/2017	Mexico Reg. No. 1726607
ENGINEERED TO PERFORM	11/23/2015	Mexico Reg. No. 1591821
ENGINEERED TO PERFORM	3/6/2018	US Reg. No. 5418648
ENGINEERED TO PERFORM	4/4/2017	US Reg. No. 5178101
GEM	7/21/1920	Australia Reg. No. 28656
GEM	11/24/1975	Bahamas Reg. No. 8211
GEM	7/3/1920	Canada Reg. No. NFLD906
GEM	3/12/1921	Canada Reg. No. TMDA28136
GEM	10/8/1999	EU Reg. No. 000853085
GEM	12/12/1981	Hong Kong Reg. No. 1981B2365
GEM	4/28/1994	Japan Reg. No. 2649558
GEM	9/30/2010	Jordan Reg. No. 110095
GEM	8/23/1994	Mexico Reg. No. 470730
GEM	2/10/2005	New Zealand Reg. No. 716360
GEM	9/26/1974	Norway Reg. No. 91774
GEM	2/27/1934	South Africa Reg. No. 1920/01085
GEM	6/3/2013	South Africa Reg. No. 2009/12503
GEM	1/29/1993	Sweden Reg. No. 246210
GEM	11/26/1946	Turkey Reg. No. 100507
GEM	2/15/1938	US Reg. No. 0354628
GEM	6/16/1998	US Reg. No. 2166321
GEM	6/14/1982	Brazil Reg. No. 002666049
GEM	7/24/1984	Brazil Reg. No. 811160688
GEM	8/21/1975	Jamaica Reg. No. 17012
GEM	7/25/1930	Dominican Republic Reg. No. 2543
GEM	12/7/1983	El Salvador Reg. No. 128/102
GEM	5/21/1971	Panama Reg. No. 13957
GEM	5/18/1965	Burundi Reg. No. 159/BUR
GEM	1/28/2018	China Reg. No. 21617640
GEM RUNNER	9/6/2016	Costa Rica Reg. No. 254825
GEM RUNNER	5/27/2016	EU Reg. No. 015043045
GEM RUNNER	11/23/2016	Mexico Reg. No. 1698308
GEM RUNNER	11/22/2016	US Reg. No. 5088352
MICROCOAT	9/12/1989	US Reg. No. 1555647
[SmartPod]	6/22/2010	EU Reg. No. 008786221
TRUCUT	5/27/2014	Mexico Reg. No. 1457605
TRUCUT	11/11/2014	US Reg. No. 4638338
VICTORIOUS BLADES (in Chinese 胜刃)	10/21/2016	China Reg. No. 17888518
VICTORIOUS BLADES FOR MEDICAL USE (in Chinese) 胜刃医务专用	10/21/2016	China Reg. No. 17888520
VICTORIOUS BLADES FOR MICROTOME (in Chinese) 胜刃病理刀片	10/28/2016	China Reg. No. 17888519
WHITE LIGHTNING	4/1/2014	US Reg. No. 4507554

(b) TRADEMARK APPLICATIONS OF ACCUTEC BLADES, INC.

Trademark Application	Application Filing Date	Application Serial Number
FLARE	8/1/2019	US Application No. 88558935
GEM	7/17/2009	Nigeria Application No. F/TM/2009/9692

3. Copyrights and Copyright Applications:

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Supplement**”) made as of this __ day of _____, 20__, ACCUTECH BLADES, INC., a Delaware corporation (“**AccuTec**” and together with any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, “**Grantors**” and each a “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A. (the “**Lender**”):

W I T N E S S E T H

WHEREAS, Grantors and Lender are parties to a certain Intellectual Property Security Agreement, dated as of January 22, 2020 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “IP Security Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Secured Obligations to Lender and each other Secured Party, Grantors have assigned, pledged and granted to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Lender a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Security Agreement or any of the other Loan Documents, to secure the prompt payment and performance of all Secured Obligations to Lender and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Lender, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Each Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Each Grantor hereby authorizes Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Lender that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by such Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by such Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

ACCUTEC BLADES, INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____