

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diversified Clinical Services, LLC		05/13/2021	Limited Liability Company:
SECHRIST INDUSTRIES, INC.		05/13/2021	Corporation:
CHS SERVICES, LLC		05/13/2021	Limited Liability Company:
HEALOGICS, LLC		05/13/2021	Limited Liability Company:
ACCELECARE WOUND CENTERS, LLC		05/13/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4266527	INTEGRATED WOUND SPECIALISTS AN AFFILIAT
Registration Number:	4228019	INTEGRATED WOUND SPECIALISTS
Registration Number:	4057019	WOUND CARE MATTERS
Registration Number:	3661389	I-HEAL
Registration Number:	2369341	MILLENNIUM
Registration Number:	2122321	FOOTSENSE
Registration Number:	2009399	WOUND CARE CENTER
Registration Number:	1539202	SECHRIST
Registration Number:	5814294	WOUNDSUITE
Registration Number:	5814295	WOUNDSUITE
Registration Number:	5440060	E-GURNEY
Registration Number:	4538598	

TRADEMARK

REEL: 007292 FRAME: 0072

Property Type	Number	Word Mark
Registration Number:	5054828	HEALOGICS THE POWER TO HEAL
Registration Number:	5054829	HEALOGICS THE POWER TO HEAL
Registration Number:	5054830	HEALOGICS THE POWER TO HEAL
Registration Number:	4538441	HEALOGICS THE POWER TO HEAL
Registration Number:	4538442	HEALOGICS THE POWER TO HEAL
Registration Number:	5054831	HEALOGICS THE POWER TO HEAL
Registration Number:	4993625	HEALOGICS
Registration Number:	4475733	HEALOGICS
Registration Number:	4993626	HEALOGICS
Registration Number:	5022709	HEALOGICS
Registration Number:	4476289	HEALOGICS
Registration Number:	4478652	HEALOGICS
Registration Number:	5041287	HEALOGICS
Registration Number:	4568746	HEALSOURCE
Registration Number:	4231036	H.E.R.O. - HYPERBARIC ELECTRONIC RECORDS
Registration Number:	4231025	H.E.R.O.
Serial Number:	90278634	HEALOGICS PHOTO+
Registration Number:	6261120	WOUNDQ
Registration Number:	3872696	ACCELECARE
Registration Number:	3879069	ACCELECARE

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Claudia Stantzyk-Guzek
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	C.S-Guzek - 52010.0003
NAME OF SUBMITTER:	Claudia Stantzyk-Guzek
SIGNATURE:	/Claudia Stantzyk-Guzek/
DATE SIGNED:	05/13/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 13, 2021, (this “Agreement”), by the GRANTORS set forth on the signature page hereto (each, a “Grantor”), in favor of ALTER DOMUS (US) LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the “Collateral Agent”).

Reference is made to (i) that certain First Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, HEALOGICS, LLC, a Delaware limited liability company (the “Borrower”), HEALOGICS HOLDING LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto, Alter Domus (US) LLC, as administrative agent for the Lenders and Issuing Banks and the Collateral Agent. Consistent with the requirements set forth in Section 6.1(g) of the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement to which it is a party, the terms and provisions of which are hereby 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.

SECTION 4. Termination. In connection with any termination or release pursuant to the relevant Security Agreement and the Credit Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing prepared by such Grantor and in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

SECTION 5. Notwithstanding anything contained in this Agreement to the contrary, the Collateral Agent shall be afforded all the same rights, protections, immunities and indemnities under this Agreement as are afforded to it under the Credit Agreement as if fully set forth herein.

SECTION 6. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

GRANTORS:

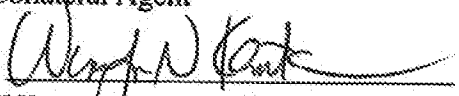
DIVERSIFIED CLINICAL SERVICES, LLC
SECHRIST INDUSTRIES, INC.
CHS SERVICES, LLC
HEALOGICS, LLC
ACCELECARE WOUND CENTERS, LLC

By:




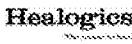
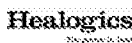

Name: Frank R. Williams
Title: Chief Financial Officer and Treasurer




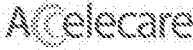
ACKNOWLEDGED AND ACCEPTED:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE I

Owner Name	Trademark	Status	{Application Date} / Registration Date	{Application Number} / Registration Number
DIVERSIFIED CLINICAL SERVICES, INC.	INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES, INC. 	Registered	1/1/2013	4266527
DIVERSIFIED CLINICAL SERVICES, INC.	INTEGRATED WOUND SPECIALISTS	Registered	10/16/2012	4228019
DIVERSIFIED CLINICAL SERVICES, INC.	WOUND CARE MATTERS	Registered	11/15/2011	4057019
DIVERSIFIED CLINICAL SERVICES, INC.	I-HEAL	Registered	7/28/2009	3661389
SECHRIST INDUSTRIES, INC.	MILLENNIUM	Registered	7/18/2000	2369341
CHS SERVICES, INC.	FOOTSENSE	Registered	12/16/1997	2122321
CHS SERVICES INC.	WOUND CARE CENTER	Registered	10/22/1996	2009399
SECHRIST INDUSTRIES, INC.	SECHRIST 	Registered	5/16/1989	1539202
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	WOUNDSUITE	Registered	7/23/2019	5814294
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	WOUNDSUITE	Registered	7/23/2019	5814295
SECHRIST INDUSTRIES, INC.	E-GURNEY	Registered	4/3/2018	5440060
DIVERSIFIED CLINICAL SERVICES, INC.	Design Only	Registered	5/27/2014	4538598
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS THE POWER TO HEAL 	Registered	10/4/2016	5054828
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS THE POWER TO HEAL 	Registered	10/4/2016	5054829
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS THE POWER TO HEAL 	Registered	10/4/2016	5054830
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS THE POWER TO HEAL	Registered	5/27/2014	4538441

Owner Name	Trademark	Status	{Application Date} / Registration Date	{Application Number} / Registration Number
				
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS THE POWER TO HEAL 	Registered	5/27/2014	4538442
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS THE POWER TO HEAL 	Registered	10/4/2016	5054831
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	7/5/2016	4993625
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	1/28/2014	4475733
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	7/5/2016	4993626
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	8/16/2016	5022709
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	1/28/2014	4476289
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	2/4/2014	4478652
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS	Registered	9/13/2016	5041287
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALSOURCE	Registered	7/15/2014	4568746
SECHRIST INDUSTRIES, INC.	H.E.R.O. - HYPERBARIC ELECTRONIC RECORDS ORGANIZER	Registered	10/23/2012	4231036
SECHRIST INDUSTRIES, INC.	H.E.R.O.	Registered	10/23/2012	4231025
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	HEALOGICS PHOTO +	Pending (Use)	{10/26/2020}	{90278634}
HEALOGICS, LLC (F/K/A HEALOGICS, INC.)	WONDQ	Registered	2/2/2021	6261120
ACCELECARE WOUND CENTERS, LLC	ACCELECARE	Registered	11/9/2010	3872696
ACCELECARE WOUND CENTERS, LLC		Registered	11/23/2010	3879069