# CH \$90.00 873

ETAS ID: TM736900

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ORTHOGENRX, INC.		06/24/2022	Corporation: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	IL1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87307422	TRIVISC
Serial Number:	87543190	ORTHOGENRX
Serial Number:	86156311	GENVISC

## **CORRESPONDENCE DATA**

Fax Number:

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:** 3129932652

**Email:** heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0437 HP
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	06/24/2022

**Total Attachments: 14** 

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# TRADEMARK SECURITY AGREEMENT (SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2022 (this "Agreement") among the Grantors identified on the signature pages hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Security Agreement, dated as of June 24, 2022 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the 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"), among the Borrower, the Guarantors from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and each L/C Issuer and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). The Grantors are affiliates of the Borrower, will derive substantial benefits from (i) the extension of credit to the Borrower pursuant to the Credit Agreement and (ii) the performance of obligations by the Hedge Banks under any Secured Hedge Agreements and Treasury Services Agreement, and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks to enter in to such Secured Hedge Agreements and Treasury Services Agreements. Accordingly, the parties hereto agree as follows:

- I. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.
- II. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Administrative Agent for the benefit of the Secured Parties, and did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):
  - a. all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, including those listed on Schedule I hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any "intent-to-use" trademark applications prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

- III. <u>Termination</u>. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.
- IV. <u>Supplement to the Security Agreement</u>. 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, 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.
- **V.** Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.
- VI. <u>Intercreditor Agreement Governs.</u> Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Agreement are expressly subject to any Intercreditor Agreement (if any) and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of such Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

AVENT, INC, as Grantor

Ву.

Name Michael Greiner

Title. President and Chief Financial Officer

ORTHOGENRX, INC, as Grantor

By.

Name: Michael Greiner

Title. President and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

Name: Helen D. Davis Title: Authorized Officer

Schedule I to Trademark Security Agreement Supplement

# UNITED STATES Trademarks, Service Marks and Trademark Applications

MEDICAL PRODUCTS	CLOSED SUCTION	BALLARD RAI I ARD	BALLARD	BAL CATH	AVANOS (Stylized)	AVANOS - Stylized with Color Background	AVANOS	ATX	ANTI-IV	ACCEL	Trademark
States of America	States of America	States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
Registered	Pending	Pending	Pending	Registered	Registered	Pending	Registered	Registered	Registered	Registered	Trademark Status
73486993	97091278	90661904	90661889	76244589	88027704	88027718	87911144	85155177	77845378	85234115	Application No
Jun 25 1984	Oct 25 2021	Apr 21 2021	Apr 21 2021	Apr 23 2001	Jul 6 2018	Jul 6 2018	May 8 2018	Oct 18 2010	Oct 9 2009	Feb 4 2011	Application Date
1338744				2515307	6667077		6348450	4195260	3884936	4436870	Registration No
Jun 4 1985				Dec 4 2001	Mar 8 2022		May 11 2021	Aug 21 2012	Dec 7 2010	Nov 19 2013	Registration Date
10	10	5	10	10	5, 10, 44	5, 10, 44	5, 10, 44	10	10	10	Int. Classes
194/00	104766	200300	206299	194855	195601	195602	195568	202183	195471	202124	FIP No
Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Owner E

CORFLO CORFLO ULTRA and design	CORFLO	COOLSYSTEMS	COOLIEF (and design)	COOLIEF	CLOTEST	CLOG ZAPPER	CLEAR-SITE	CARE FORWARD	C-SERIES	C-BLOC	C-19	Trademark
United States of America	Country											
Registered	Trademark Status											
86258853	74488493	75531835	86301573	86038013	75638626	75193680	74289002	86381490	85403726	78167969	86213267	Application No
22-Apr-14	Feb 9 1994	Aug 6 1998	Jun 5 2014	Aug 14 2013	Feb 11 1999	Nov 5 1996	Jun 29 1992	Aug 29 2014	Aug 22 2011	Sep 25 2002	Mar 6 2014	Application Date
4902436	1975248	2944114	4983859	4837263	2319198	2157681	1820534	5481283	4422380	2914428	4875021	Registration No
16-Feb-16	May 21 1996	Apr 26 2005	Jun 21 2016	Oct 20 2015	Feb 15 2000	May 12 1998	Feb 8 1994	May 29 2018	Oct 22 2013	Dec 28 2004	8	Registration Date
	10	10	10	10	S	10	10	44	10	10	4	Int. Classes
	195446	202184	195324	195304	194768	195447	194575	195338	195263	195149	8	FIPNo
Avent, Inc.	Inc.	Owner										

	10	Apr 13 1993	1765237	May 20 1991	74167912	Registered	A marica	CORPORT
195444							United States of	
	44	Dec 20 2016	5105373	Feb 27 2014	86205729	Registered	America	UNIVERSITY
19545/	9, 16, 41,						Onited States of	CORPAK
	44	Dec 20 2016	5105372	Feb 27 2014	86205727	Registered	America	CORPAK U
	9, 16, 41,						States of	
195456							United	
	10	Nov 5 2013	4427842	Oct 1 2012	85742693	Registered	America	MEDSYSTEMS
195450							United States of	CORPAK
	10	Nov 5 2013	4427843	Oct 1 2012	85742842	Registered	America	CORPAK
195499							United States of	
	10	Feb 29 2000	2323963	Feb 2 1999	75632320	Registered	America	CORPAK
195497							United States of	
	5	Jul 31 1990	1607973	Aug 5 1988	73744450	Registered	America	CORPAK
195438							United States of	
	10	Dec 20 1983	1261613	Jul 9 1982	73373739	Registered	America	CORPAK
							States of	
195439						•	United	
	10	Apr 11 1995	1889217	Jun 28 1993	74406162	Registered	States of America	CORLOCK
195445							United	
	10	Apr 25 2017	5191565	May 14 2014	86280581	Registered	America	CORLITE
195462							United States of	
	10	Feb 10 2015	4685795	Dec 12 2013	86142408	Registered	America	CORGRIP
195453							United States of	
	10	Nov 17 1998	2204533	May 20 1997	75294822	Registered	America	CUBBY
195448							United States of	CORFLO-
FIPNo	Int. Classes	Registration Date	Registration No	Application Date	Application No	Trademark Status	Сошшу	Irademark

ENDOCLEAR	ENDOCLEAR	ENDO-GUARD	ECHOLONG	ECHOBRIGHT	EAS	DOSEMATE	DENTASWAB	CORTRAK	CORSTOP	CORSCOPE	CORSAFE	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	Country							
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Trademark Status
77983383	77898520	74167201	85718707	85718719	86374541	86684317	73700084	76408203	86983540	73738836	73545431	Application No
Dec 21 2009	Dec 21 2009	May 16 1991	Aug 31 2012	Aug 31 2012	Aug 22 2014	Jul 6 2015	Dec 10 1987	May 15 2002	Jun 10 2015	Jul 11 1988	Jun 28 1985	Application Date
4250455	4614029	1690024	4324224	4324227	5008612	5151949	1509875	3013548	5408133	1523391		Registration No
Nov 27 2012	Sep 30 2014	Jun 2 1992	Apr 23 2013	Apr 23 2013	Jul 26 2016	Feb 28 2017	Oct 25 1988	Nov 8 2005	Feb 20 2018	Feb 7 1989	Jan 28 1986	Registration Date
21	10	10	10	10	10	10	5	10	10	10		Int. Classes
	205891	194762	195296	195295	195463		194740	195466	195504	195443	195440	FIP No
Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc. DEMA	Inc.	Owner

GRPRO	GRAVITYPRO		GR		GAME READY		GAME READY		FARRELL		FARRELL		SYSTEM	VALVE	FFARRELL	EZSTIM		ENTRAL		BETTER!	DELIVERS	NOBODY	SPEAKING,	ENTERALLY	LIBERATOR	ENDOCLEAR	Trademark
United States of America	States of America	United	America	United	America	United States of	America	United States of	America	United States of	America	United States of	America	States of	United	America	States of	America	United States of	America	States of	United			America	United States of	Country
Registered	Registered		Registered		Registered		Registered		Registered		Registered		Registered			Registered		Registered		Registered					Registered		Trademark Status
85155160	86259203		85155153		76267079		76267078		85081540		73632411		86148794			77316064		79044608		75250921					86524774		Application No
Oct 18 2010	Apr 22 2014		Oct 18 2010		Jun 5 2001		Jun 5 2001		Jul 9 2010		Nov 25 1986		Dec 19 2013			Oct 29 2007		Aug 10 2007		Mar 3 1997					Feb 4 2015		Application Date
4276215	4709563		4127605		2753866		3036107		4040522		1450168		4685809			3552766		3502020		2209647					5156675		Registration No
Jan 15 2013	Mar 24 2015	,	Apr 17 2012		Aug 19 2003		Dec 27 2005		Oct 18 2011		Jul 28 1987		Feb 10 2015			Dec 30 2008		Sep 16 2008		Dec 8 1998					Mar 7 2017		Registration Date
10	10		10		10		25		10		10		10			10		10		10					10		Int. Classes
										195493		195441			195455		195297		195500					195449			FIP No
Avent, Inc.	Avent, Inc.		Avent, Inc.		Avent, Inc.		Avent, Inc.		Avent, Inc.		Avent, Inc.		Avent, Inc.			Avent, Inc.		Avent, Inc.		Avent, Inc.				MΑ	Avent, Inc.		Owner

NEOMED	NEODRAPE	NEOCONNECT AT HOME	NEOBOTTLE	MINISTIM	MICROCUFF	MIC-KEY	MIC	MED4 ELITE	INTEGUSEAL	HOMEPUMP ECLIPSE	НОМЕРИМР	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Trademark Status
77264779	77079799	88299885	77678703	74270739	78848713	74216141	75328885	86688960	78675051	86777799	74169497	Application No
Aug 27 2007	Jan 10 2007	Feb 13 2019	Feb 26 2009	Apr 30 1992	Mar 29 2006	Oct 28 1991	Jul 22 1997	Jul 9 2015	Jul 21 2005	Oct 5 2015	May 23 1991	Application Date
3477809	3395515	6348658	3794444	1784007	3532561	1713379	2187626	5470017	3432772	4955912		Registration No
Jul 29 2008	Mar 11 2008	May 11 2021	May 25 2010	Jul 27 1993	Nov 11 2008	Sep 8 1992	Sep 8 1998	May 15 2018	May 20 2008	May 10 2016	Jun 16 1992	Registration Date
10	10	10	10	10	10	10	10	10	5	10	10	Int. Classes
				195298	194926	194738	194743		194896	195368	195155	FIP No
Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Inc.	Owner

TSTYY	PROLONG	PROBLOC	PRO-MIX	PAINBUSTER	ONDEMAND	ON-Q TRAC	Q-NO	O-NO	ON-Q	NM FULFILLMENT	NEOMED	Trademark
United States of America	United States of America	United States of America	Country									
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Trademark Status
76395324	76531855	76531856	73737144	75541212	77425567	86573117	77553074	77377895	75564786	85242800	85437685	Application No
Apr 15 2002	Jul 24 2003	Jul 24 2003	Jun 29 1988	Aug 24 1998	Mar 18 2008	Mar 23 2015	Aug 21 2008	Jan 22 2008	Oct 5 1998	Feb 15 2011	Oct 3 2011	Application Date
2674966	2862375	2862376	1523159	2283233	3710942	5433743	3944760	3917404	2411205	4068634	4185424	Registration No
Jan 14 2003	Jul 13 2004	Jul 13 2004	Feb 7 1989	Oct 5 1999	Nov 17 2009	Mar 27 2018	Apr 12 2011	Feb 8 2011	Dec 5 2000	Dec 6 2011	Aug 7 2012	Registration Date
5	10	10	5	10	10	9	5, 10	10	10	35	10	Int. Classes
194847	195300	195299	195442	195152	195141	195359	195154	195146	195151			FIP No
Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Avent, Inc.	Owner

Oct 26 2004  Jun 6 2006  Dec 11 2007  Nov 21 2017  Dec 13 2005	2897687 3102244 3353686 3353686 5341999 5342001 5342001	Feb 15 2005 Oct 12 2005 Sep 2 2016 Sep 2 2016 Jun 18 2004	78567990 78732080 87160118 87160160 78438056	Registered Registered Registered Registered	America United States of America United United States of America	SMP SMP SPECIALTY MEDICAL PRODUCTS SOAKER
	2897687 3102244 3353686 3353686 5341999 5342001	Feb 15 2005 Oct 12 2005 Sep 2 2016 Sep 2 2016	78567990 78732080 87160118 87160160	Registered Registered Registered	+ + +	SMP SMP SPECIALTY MEDICAL PRODUCTS
	2897687 3102244 3353686 3341999	Feb 15 2005 Oct 12 2005 Sep 2 2016	78567990 78732080 87160118	Registered Registered Registered		SMP
	2897687 3102244 3353686	Feb 15 2005 Oct 12 2005	78567990 78732080	Registered Registered	1	
	2897687 3102244	Feb 15 2005	78567990	Registered	America	SILVERSOAKER
	2897687				United States of	SILVAGARD
		Feb 25 2002	76374904	Registered	United States of America	SELECT-A- FLOW
Nov 15 1988	1512575	Mar 31 1988	73719842	Registered	United States of America	SECUR-LOK
Jun 29 2010	3810801	Nov 24 2009	77879415	Registered	United States of America	SAF-T-PEXY
Aug 16 1988	1500402	Dec 7 1987	73699666	Registered	United States of America	READY CARE
Dec 8 2015	4868119	Oct 16 2014	86425415	Registered	United States of America	QUIKBLOC
				Registered	United States of America	QUICK-TAP
	Z	Registration No 2147638 4868119	Application Date         Registration No           Mar 21 1997         2147638           Oct 16 2014         4868119	Application No         Application Date         Registration No           75261785         Mar 21 1997         2147638           86425415         Oct 16 2014         4868119	k Status         Application No         Application Date         Registration No           75261785         Mar 21 1997         2147638           86425415         Oct 16 2014         4868119	Trademark Status Application No Application Date Registration No a Registered 75261785 Mar 21 1997 2147638  Registered 86425415 Oct 16 2014 4868119

	GENVISC			Trademark
	America	States of	United	Country
K	America   Registered			Trademark Status   Application No
	86156311			•
-	2-Jan-14			Application Date
•	4973589			te   Registration No
	7-Jun-14			Registration Date
	5			Int. Classes
				FIP No
_ 	Inc R	OrthogenRx, 🗶		Owner

**RECORDED: 06/24/2022**