# CH \$1365.00 27672

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM769108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SPECIALTY SURGICAL INSTRUMENTATION, INC.		11/21/2022	Corporation: TENNESSEE

## **RECEIVING PARTY DATA**

Name:	Antares Capital LP, as Agent			
Street Address:	500 W. Monroe Street			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60661			
Entity Type:	Limited Partnership: DELAWARE			

## **PROPERTY NUMBERS Total: 54**

ACC BOC	ESS INTERVENTION CLOSURE ESS SURGICAL  OKWALTER OKWALTER ROTILT TIE TIE TIE
61       ACC         42       BOC         27       BOC         09       BOV         63       BOV         34       BOV         79       BOV	ESS SURGICAL  OKWALTER  OKWALTER ROTILT  TIE  TIE  TIE
BOC BOC BOC BOV BOV BOV BOV BOV	OKWALTER OKWALTER ROTILT TIE TIE TIE TIE
27 BOC 99 BOV 63 BOV 84 BOV 79 BOV	KWALTER ROTILT  IE  IE  IE
99 BOV 63 BOV 84 BOV 79 BOV	TIE TIE TIE
63 BOV 64 BOV 79 BOV	TE TE
34 BOV 79 BOV	TIE
79 BOV	TE
7 BOV	'IC
1 20.	IE
52 CLA	SSIC
10 CLA	SSIC PLUS
92 FLAS	SH PAK
95 GRE	ENBERG SIMPLICITY
64 MAG	GNAFREE
98 MICI	ROCARE
39 MICI	ROPAK
9 MICI	ROSECT
NAIOI	RO VASC
3	8 MICI 9 MICI 9 MICI

REEL: 007899 FRAME: 0001

900733304

Property Type	Number	Word Mark				
Registration Number:	2246611	MIDAS TOUCH				
Registration Number:	1969288	MULTIPAK				
Registration Number:	3390498	OLSEN				
Registration Number:	2940694	OLSEN MEDICAL				
Registration Number:	3555766	OPTI-LENGTH				
Registration Number:	6472218	ORCA				
Registration Number:	5098965	PRESERVE				
Registration Number:	1106966	PRESERVE				
Registration Number:	4663919	RAPIDCLEAN				
Registration Number:	2940326	RAPIDCLEAN				
Registration Number:	2699974	REDDICK				
Registration Number:	4776807	ROTILT				
Registration Number:	3651088	SCOPEPAK				
Registration Number:	0609976	SECTO				
Registration Number:	5994872	SMOKE SHARK				
Registration Number:	4415627					
Registration Number:	4304347	S				
Registration Number:	2699437	SSI				
Registration Number:	2939332	SSIULTRA				
Registration Number:	5157047	SYMMETRY VESOCCLUDE				
Registration Number:	2842580	STACKPAK				
Registration Number:	4407825	SYMMETRY				
Registration Number:	4407827	SYMMETRY				
Registration Number:	5179190	SYMMETRY ACCESS				
Registration Number:	4917053	SYMMETRY SHARP KERRISON				
Registration Number:	4407791	SYMMETRY SURGICAL				
Registration Number:	4404037	SYMMETRY SURGICAL				
Registration Number:	6390037	SYMMETRY VERITY				
Registration Number:	5758646	SYMMETRY VERSAGRIP				
Registration Number:	2793721	THE ULTRA SYSTEM				
Registration Number:	1939147	TRANSPAK				
Registration Number:	6190989	VERITY				
Registration Number:	5247655	VERSAPAK				
Registration Number:	2678853	WHEN A SPECIALIST NEEDS A SPECIALIST				
Registration Number:	3439620	YOUR SPECIALIST IN SURGERY				

# **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 312-993-262

Email: gayle.grock@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0437
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	11/21/2022

#### **Total Attachments: 9**

source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page1.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page2.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page3.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page4.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page5.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page6.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page7.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page8.tif source=Antares\_Aspen - Trademark Security Agreement (Symmetry Joinder) [Executed]#page9.tif

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 21, 2022 (this "Trademark Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of Antares Capital LP, in its capacity as agent (in such capacity, the "Agent") pursuant to that certain Credit Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Blades Buyer, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto from time to time and the Agent.

#### WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to continue to provide financial accommodations under the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on <u>Schedule I</u> attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the

same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. <u>Governing Law.</u> The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

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IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

#### **GRANTOR:**

SPECIALTY SURGICAL INSTRUMENTATION, INC.

By: Aug Muller

Name: Greg Muller

Title: Chief Financial Officer, Secretary and Treasurer

AGREED AND ACCEPTED as of the date first written above:

ANTARES CAPITAL LP, as Agent

By: Michael Shrung

Name: Michael Ahrens

Title: Duly Authorized Signatory

## **SCHEDULE I**

## TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
AARON	76093377	20-JUL-2000	2767242	23-SEP-2003	Registered	Specialty Surgical Instrumentation, Inc.
ACCESS INTERVENTION CLOSURE	87221439	31-OCT-2016	5449377	17-APR- 2018	Registered	Specialty Surgical Instrumentation, Inc.
ACCESS SURGICAL	86820860	16-NOV- 2015	4951461	03-MAY- 2016	Registered	Specialty Surgical Instrumentation, Inc.
BOOKWALTER	76658320	12-APR-2006	3376742	05-FEB-2008	Registered	Specialty Surgical Instrumentation, Inc.
BOOKWALTER ROTILT	77223535	06-JUL-2007	3391527	04-MAR- 2008	Registered	Specialty Surgical Instrumentation, Inc.
BOVIE (and Design)  Bovie	86791878	19-OCT-2015	5324409	31-OCT- 2017	Registered	Specialty Surgical Instrumentation, Inc.
BOVIE	86788702	15-OCT-2015	4960363	17-MAY- 2016	Registered	Specialty Surgical Instrumentation, Inc.
BOVIE	77499912	16-JUN-2008	3662684	04-AUG- 2009	Registered	Specialty Surgical Instrumentation, Inc.
BOVIE	73329856	28-SEP-1981	1208079	14-SEP-1982	Registered	Specialty Surgical Instrumentation, Inc.
BOVIE (and Design)	71543007	04-SEP-1947	0507917	22-MAR- 1949	Registered	Specialty Surgical Instrumentation, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
CLASSIC	85430899	23-SEP-2011	4142652	15-MAY- 2012	Registered	Specialty Surgical Instrumentation, Inc.
CLASSIC PLUS	72442103	24-NOV- 1972	0984040	14-MAY- 1974	Registered	Specialty Surgical Instrumentation, Inc.
FLASH PAK	75026619	01-DEC-1995	2080792	22-JUL-1997	Registered	Specialty Surgical Instrumentation, Inc.
GREENBERG SIMPLICITY	90717576	18-MAY- 2021	6750995	07-JUN-2022	Registered	Specialty Surgical Instrumentation, Inc.
MAGNAFREE	75373554	15-OCT-1997	2393864	10-OCT- 2000	Registered	Specialty Surgical Instrumentation, Inc.
MICROCARE	73376238	23-JUL-1982	1313298	08-JAN-1985	Registered	Specialty Surgical Instrumentation, Inc.
MICROPAK	77652876	20-JAN-2009	3651089	07-JUL-2009	Registered	Specialty Surgical Instrumentation, Inc.
MICROSECT	75053790	05-FEB-1996	2154109	28-APR- 1998	Registered	Specialty Surgical Instrumentation, Inc.
MICRO VASC	73372083	28-JUN-1982	1278828	22-MAY- 1984	Registered	Specialty Surgical Instrumentation, Inc.
MIDAS TOUCH	75316925	30-JUN-1997	2246611	18-MAY- 1999	Registered	Specialty Surgical Instrumentation, Inc.
MULTIPAK	74534902	08-JUN-1994	1969288	23-APR- 1996	Registered	Specialty Surgical Instrumentation, Inc.
OLSEN	76446875	03-SEP-2002	3390498	04-MAR- 2008	Registered	Specialty Surgical Instrumentation, Inc.
OLSEN MEDICAL	78181649	05-NOV- 2002	2940694	12-APR- 2005	Registered	Specialty Surgical Instrumentation, Inc.

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Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
OPTI-LENGTH	76691813	04-AUG- 2008	3555766	06-JAN-2009	Registered	Specialty Surgical Instrumentation, Inc.
ORCA	88957884	10-JUN-2020	6472218	31-AUG- 2021	Registered	Specialty Surgical Instrumentation, Inc.
PRESERVE (and Design)	86903906	10-FEB-2016	5098965	13-DEC- 2016	Registered	Specialty Surgical Instrumentation, Inc.
PRESERVE	73149338	21-NOV- 1977	1106966	28-NOV- 1978	Registered	Specialty Surgical Instrumentation, Inc.
RAPIDCLEAN	86343515	21-JUL-2014	4663919	30-DEC- 2014	Registered	Specialty Surgical Instrumentation, Inc.
RAPIDCLEAN	76103195	07-AUG- 2000	2940326	12-APR- 2005	Registered	Specialty Surgical Instrumentation, Inc.
REDDICK	76388320	28-MAR- 2002	2699974	25-MAR- 2003	Registered	Specialty Surgical Instrumentation, Inc.
ROTILT	86463913	25-NOV- 2014	4776807	21-JUL-2015	Registered	Specialty Surgical Instrumentation, Inc.
SCOPEPAK	77652847	20-JAN-2009	3651088	07-JUL-2009	Registered	Specialty Surgical Instrumentation, Inc.
SECTO	71671038	03-AUG- 1954	0609976	02-AUG- 1955	Registered	Specialty Surgical Instrumentation, Inc.
SMOKE SHARK	88505587	09-JUL-2019	5994872	25-FEB-2020	Registered	Specialty Surgical Instrumentation, Inc.

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Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
SS (and Design)	85635846	25-MAY- 2012	4415627	08-OCT- 2013	Registered	Specialty Surgical Instrumentation, Inc.
SS (and Design)	85635913	25-MAY- 2012	4304347	19-MAR- 2013	Registered	Specialty Surgical Instrumentation, Inc.
SSI	76217048	27-FEB-2001	2699437	25-MAR- 2003	Registered	Specialty Surgical Instrumentation, Inc.
SSI ULTRA (and Design)	76564537	10-DEC-2003	2939332	12-APR- 2005	Registered	Specialty Surgical Instrumentation, Inc.
S SYMMETRY VESOCCLUDE (and Design)	86752757	10-SEP-2015	5157047	07-MAR- 2017	Registered	Specialty Surgical Instrumentation, Inc.
STACKPAK (and Design)  STACKPAK	76504928	07-APR-2003	2842580	18-MAY- 2004	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY	85552001	24-FEB-2012	4407825	24-SEP-2013	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY	85552055	24-FEB-2012	4407827	24-SEP-2013	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY ACCESS	86897223	04-FEB-2016	5179190	11-APR- 2017	Registered	Specialty Surgical Instrumentation, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
SYMMETRY SHARP KERRISON	86485754	19-DEC-2014	4917053	15-MAR- 2016	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY SURGICAL	85528900	30-JAN-2012	4407791	24-SEP-2013	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY SURGICAL	85526317	26-JAN-2012	4404037	17-SEP-2013	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY VERITY	88583395	19-AUG- 2019	6390037	15-JUN-2021	Registered	Specialty Surgical Instrumentation, Inc.
SYMMETRY VERSAGRIP	87753433	12-JAN-2018	5758646	21-MAY- 2019	Registered	Specialty Surgical Instrumentation, Inc.
THE ULTRA SYSTEM	76350635	20-DEC-2001	2793721	16-DEC- 2003	Registered	Specialty Surgical Instrumentation, Inc.
TRANSPAK	74438596	22-SEP-1993	1939147	05-DEC- 1995	Registered	Specialty Surgical Instrumentation, Inc.
VERITY	88583388	19-AUG- 2019	6190989	03-NOV- 2020	Registered	Specialty Surgical Instrumentation, Inc.
VERSAPAK	87099449	11-JUL-2016	5247655	18-JUL-2017	Registered	Specialty Surgical Instrumentation, Inc.
WHEN A SPECIALIST NEEDS A SPECIALIST	76223424	12-MAR- 2001	2678853	21-JAN-2003	Registered	Specialty Surgical Instrumentation, Inc.
YOUR SPECIALIST IN SURGERY	77241023	27-JUL-2007	3439620	03-JUN-2008	Registered	Specialty Surgical Instrumentation, Inc.

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**RECORDED: 11/21/2022**