

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIZEWISE RENTALS, L.L.C.		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5722912	DESIGNED TO HEAL	
Registration Number:	5097427	CAREWISE	
Registration Number:	4404346	SIZEWISE	
Registration Number:	4289617	ENVY	
Registration Number:	2620942	MIGHTY REST	
Registration Number:	3072458	SW LOW BOY	
Registration Number:	2629535	COMFORT TURN	
Registration Number:	2329172	SAPPHIRE SERIES	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2141		

CH \$215.00 5722912

NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	05/02/2023
Total Attachments: 5 source=Agiliti - Trademark Security Agreement - Sizewise Joinder Executed#page1.tif source=Agiliti - Trademark Security Agreement - Sizewise Joinder Executed#page2.tif source=Agiliti - Trademark Security Agreement - Sizewise Joinder Executed#page3.tif source=Agiliti - Trademark Security Agreement - Sizewise Joinder Executed#page4.tif source=Agiliti - Trademark Security Agreement - Sizewise Joinder Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of May 1, 2023 (this “**Agreement**”), among SIZEWISE RENTALS, L.L.C., a Delaware limited liability company (the “**Grantor**”) and JPMORGAN CHASE BANK, N.A, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement, dated as of January 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Security Agreement**”), by and among AGILITI HEALTH, INC., a Delaware corporation (the “**Borrower**”), AGILITI HOLDCO, INC., a Delaware corporation (“**Holdings**”), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, and (b) the Credit Agreement, dated as of January 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Credit Agreement**”), by and among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. 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 Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): (i) all of the United States Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this 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. The 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, 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. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings,

take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

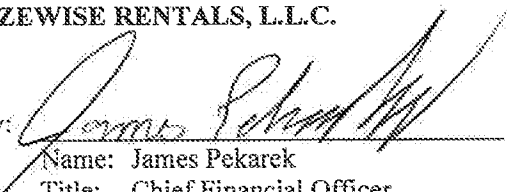
SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

SIZEWISE RENTALS, L.L.C.

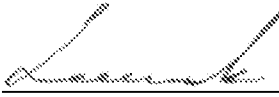
By:



Name: James Pekarek
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.
as the Collateral Agent

By: 
Name: Sebastian Leszczuk
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Grantor	Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
Sizewise Rentals, L.L.C.	DESIGNED TO HEAL	USA	87467916	30-May-2017	5722912	9-Apr-2019
Sizewise Rentals, L.L.C.	CAREWISE	USA	86980728	17-Mar-2015	5097427	6-Dec-2016
Sizewise Rentals, L.L.C.	SIZEWISE	USA	85645725	7-Jun-2012	4404346	17-Sep-2013
Sizewise Rentals, L.L.C.	ENVY	USA	85301640	21-Apr-2011	4289617	12-Feb-2013
Sizewise Rentals, L.L.C.	MIGHTY REST	USA	76308387	5-Sep-2001	2620942	17-Sep-2002
Sizewise Rentals, L.L.C.	SW LOW BOY	USA	76574638	5-Feb-2004	3072458	28-Mar-2006
Sizewise Rentals, L.L.C.	COMFORT TURN	USA	76299363	13-Aug-2001	2629535	1-Oct-2002
Sizewise Rentals, L.L.C.	SAPPHIRE SERIES	USA	75660427	15-Mar-1999	2329172	14-Mar-2000