

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clafin Service Company		12/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Ave		
Internal Address:	Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6044023	MAYACART	
Registration Number:	3831443	QUICKMEDICAL MEDICAL EQUIPMENT AND SUPPL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Choate Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011745-0017		
NAME OF SUBMITTER:	Brian E. Reese		
SIGNATURE:	/Brian E. Reese/		
DATE SIGNED:	12/05/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2023 (this “Security Agreement”), is made by CLAFLIN SERVICE COMPANY, a Delaware corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Grantor, the other Loan Parties (as defined therein) party thereto from time to time, the Administrative Agent, and the Lenders (as defined therein) party thereto from time to time, providing for, among other things, a revolving credit facility subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, among others, has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Pledge and Security Agreement requires the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Term.** Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and in all of the following property of the Grantor:

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, in each case owned by the Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto, and all proceeds of any and all of the foregoing; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto (the “Trademark Collateral”).

Section 3 **Pledge and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Pledge and Security Agreement (or any portion hereof or thereof), the terms of the Pledge and Security Agreement shall prevail.

Section 4 **Termination.** This Security Agreement shall terminate, and the Lien on and security interest in the Trademark Collateral shall be released, upon termination of the Credit Agreement

pursuant to its express terms and Payment in Full of all Secured Obligations.

Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

Section 6 **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLAFLIN SERVICE COMPANY, as the Grantor

By: 

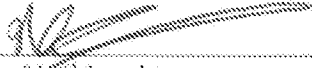
Name: Normand Chevrette

Title: President

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By 
Name: Neal Landerer
Title: Authorized Signer

SCHEDULE I

Trademarks

Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
MAYACART	6,044,023	4/28/2020	88/496/020	7/1/2019	Registered
QuickMedical Medical Equipment and Supplies	3831443	8/10/2010	77906251	1/6/2010	Registered

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