

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualicon Diagnostics LLC		03/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as First Lien Administrative Agent		
Street Address:	500 W. Monroe Street, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2166144	BAX	
Registration Number:	2460072	BAX	
Registration Number:	3131861	RIBOPRINTER	
Registration Number:	3314672	STATMEDIA	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0157		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/13/2017		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of March 9, 2017 (this "Agreement"), among Qualicon Diagnostics LLC (the "Grantor") and Antares Capital LP, as administrative agent (in such capacity, the "First Lien Administrative Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Hygiena Guarantor LLC, a Delaware limited liability company ("Holdings"), Hygiena Borrower LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and the First Lien Administrative Agent and (b) the Collateral Agreement dated as of even date with the First Lien Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 First Lien Collateral Agreement or the First Lien Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral 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 the Secured Obligations, the Grantor hereby grants to the First Lien Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States Trademarks and Trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the First Lien Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the First Lien Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the First Lien Administrative Agent pursuant to the First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Administrative Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity

obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

**QUALICON DIAGNOSTICS LLC, as
Grantor**

By: 

Name: Steven Nason

Title: Chief Executive Officer

**ANTARES CAPITAL LP, as First Lien
Administrative Agent**

By: _____

Name:

Title: Its Duly Authorized
Signatory

[Signature Page to First Lien Trademark Security Agreement]


**TRADEMARK
REEL: 006006 FRAME: 0349**

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

QUALICON DIAGNOSTICS LLC, as
Grantor

By: _____
Name: Steven Nason
Title: Chief Executive Officer

ANTARES CAPITAL LP, as First Lien
Administrative Agent

By:  _____
Name: Phillip P. Smith
Title: Its Duly Authorized
Signatory

Schedule I¹

#	Mark	Registrant	Registration No. (Application No.)	Registration Date (Application Date)
1.	BAX	Qualicon Diagnostics LLC	2166144 (74/708785)	6/16/1998 (7/31/1995)
2.	BAX	Qualicon Diagnostics LLC	2460072 (75/554567)	6/12/2001 (9/17/1998)
3.	RIBOPRINTER	Qualicon Diagnostics LLC	3131861 (78/350596)	8/22/2006 (1/12/2004)
4.	STATMEDIA	Qualicon Diagnostics LLC	3314672 (78903419)	10/16/2007 (6/8/2006)

¹ Subject to receipt and satisfactory review of IP search results.

[First Lien Trademark Security Agreement]