

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLMP, LLC		05/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1695683	DISSECT AID	
Registration Number:	1737846	DECAL	
Registration Number:	2958188	STATMARK	
Registration Number:	2381105	STATLAB MEDICAL PRODUCTS	
Registration Number:	1612609	STAT LAB MEDICAL PRODUCTS	
Registration Number:	1834512	ANAPATH	
Registration Number:	1870441	ANAPATH	
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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00265		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		

CH \$190.00 1695683

DATE SIGNED:	05/31/2017
Total Attachments: 5 source=TMSA executed#page1.tif source=TMSA executed#page2.tif source=TMSA executed#page3.tif source=TMSA executed#page4.tif source=TMSA executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2017, is between **SLMP, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee") for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the U.S. Trademark registrations and U.S. Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations and U.S. Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademarks owned by Grantor including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the

obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent, at Grantor's sole cost and expense, shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

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

SLMP, LLC,
a Delaware limited liability company

By: 
Name: Russell Oesch
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006072 FRAME: 0976

Schedule 1
to
Trademark Security Agreement

U.S. FEDERAL TRADEMARKS

Registered Owner	Trademark Name	Status	App/Reg. No.	Country/ State	File/Reg. Date
SLMP, LLC	DISSECT AID	REGISTERED	1695683	US	06/23/92
SLMP, LLC	DECAL	REGISTERED	1737846	US	12/08/92
SLMP, LLC	STATMARK	REGISTERED	2958188	US	05/31/05
SLMP, LLC	STATLAB MEDICAL PRODUCTS	REGISTERED	2381105	US	08/29/00
SLMP, LLC	STATLAB MEDICAL PRODUTS	REGISTERED	1612609	US	09/11/90
SLMP, LLC	ANAPATH	REGISTERED	1834512	US	05/03/94
SLMP, LLC	ANAPATH	REGISTERED	1870441	US	12/27/94