

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha-Tec Systems, Inc.		07/14/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	LBC Credit Agency Services, LLC, as Agent		
Street Address:	Cira Centre, 2929 Arch Street, Suite 1550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86717468	ETM	
Serial Number:	86717477	CONSED	
Registration Number:	3933129	ALPHATEC	
Serial Number:	86717463	PARA-PRO	
Serial Number:	86717456	PROTO-FIX	
Serial Number:	86717444	XPR-PLUS	
Serial Number:	86717449	OXA	
Serial Number:	86717422	ALPHATEC	
Serial Number:	86717431	NAC-PAC	
Serial Number:	86717433	EA3	
Serial Number:	86717437	NPC-67	
Serial Number:	86688761	ALPHATEC INTELLIGENT DIAGNOSTICS	
Serial Number:	86717453	CELL-BOND	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		

OP \$340.00 86717468

Correspondent Name: SHARON PATTERSON, PARALEGAL
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6030.108

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 07/14/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this July 14th, 2017, by and between ALPHA-TEC SYSTEMS, INC., a Washington corporation ("Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Molecular Dimensions, Inc., a Florida corporation ("MDI"), Edge BioSystems, Inc., a Delaware corporation ("Edge"), Anatrace Products, LLC, a Delaware limited liability company ("Anatrace", and collectively, with Grantor, MDI and Edge, the "Initial Borrowers", and, together with any other Person that executes a joinder to the Credit Agreement from time to time as an additional borrower, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EACH OF GRANTOR AND AGENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH OF GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH OF GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, OR AGENT, AS APPLICABLE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. WAIVER OF JURY TRIAL. GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. GRANTOR AND AGENT WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

9. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Trademark Security Agreement shall be deemed to be a Financing Document and shall otherwise be subject to all of the general terms and conditions contained in Article 11 of the Credit Agreement, *mutatis mutandi*.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ALPHA-TEC SYSTEMS, INC., a Washington corporation

By: 

Name: Brian M. Wall

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**LBC CREDIT AGENCY SERVICES, LLC, as
Agent**

By: 

Name: David Fraimow

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

DESCRIPTION/NICKNAME	PATENT/TM No. OR APPLICATION No.	TYPE
ALS15408CTM PROTO-FIX	#014460026	Trademark
ALS15412CTM ETM	#014460018	Trademark
ALS15404CTM NPC-67	#014460034	Trademark
ALS15402CTM NAC-PAC	#014460042	Trademark
ALS15412 ETM	#86/717,468	Trademark
ALS15409 CONSED	#86/717,477	Trademark
ALS16401 Alphatec Intelligent Diagnostics & Design: TM	3,933,129	Trademark
ALS15402ZA NAC-PAC	2015/24847	Trademark
ALS15412ZA ETM	2015/24856	Trademark
ALS15410 PARA-PRO	#86/717,463	Trademark
ALS15408 PROTO-FIX	#86/717,456	Trademark
ALS15404ZA NPC-67	#2015/24871	Trademark
ALS15408ZA PROTO-FIX	#2015/24874	Trademark
ALS15401CTM AlphaTec	14457063	Trademark
ALS15405 XPR-Plus	86/717444	Trademark
ALS15406 OXA	86/717449	Trademark
ALS15401 AlphaTec	86/717422	Trademark
ALS15402 NAC-PAC	86/717431	Trademark
ALS15403 EA3	86/717433	Trademark
ALS15404 NPC-67	#86/717,437	Trademark
ALS15401(2) AlphaTec & Design	86/688761	Trademark
ALS15407 Cell-Bond	86717453	Trademark
ALS15401AE1 AlphaTec	243871	Trademark
ALS15401ZA1 AlphaTec	2015/24866	Trademark
ALS15401ZA9 AlphaTec	2015/24867	Trademark
ALS15401AE9 AlphaTec	243872	Trademark
ALS15409AE CONSED	243874	Trademark
ALS15410AE PARA-PRO	243875	Trademark
ALS15408AE PROTO-FIX	243873	Trademark
ALS15412AE ETM	243876	Trademark

Unregistered Trademarks:

TRITON2

PRB

MUCOSOL

N-30

ALPHA-TEC (with the hyphen)

UNITARY

ESC-1

TRICHROME PLUS

MYCO-PAC

PRO-CLEAR

PRS

CONSED-RED

PROTO-FIX RED