

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Diagnostics, LLC		07/12/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	MAC Legal (NC1-001-05-45)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2068619	NATIONAL DIAGNOSTICS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	042525-0151		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	07/17/2018		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 12, 2018, is made by National Diagnostics, LLC, a North Carolina limited liability company (“Grantor”), in favor of Bank of America, N.A., as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of July 12, 2018 (as amended, restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Genuine Mid Holdings LLC, a Delaware limited liability company (“Holdings”), Genuine Financial Holdings LLC, a Delaware limited liability company (the “Borrower”), the lending institutions from time to time party thereto and Bank of America, N.A., as Administrative Agent, Collateral Agent and a Letter of Credit Issuer.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of July 12, 2018 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, the Letter of Credit Issuers to issue their respective Letters of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower or any Restricted Subsidiary, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a lien on and Security Interest in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

- a. the Trademarks, including, without limitation, those items listed on Schedule A hereto; and
- b. all rights, priorities and privileges related thereto throughout the world and all rights to sue at law or in equity for any infringement, dilution, misappropriation or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

provided that, any “intent to use” Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. Section 1051(c) or 1051(d), respectively, at the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the granting of a Security Interest therein before such time would invalidate or terminate, or adversely affect the enforceability or validity of, such “intent to use” Trademark application or any registration issuing therefrom under applicable federal law, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The lien and Security Interest granted to the Agent herein are granted in furtherance, and not in limitation of, the lien and Security Interest granted to the Secured Parties pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATIONAL DIAGNOSTICS, LLC,
as the Grantor

By: 
Name: Guy Abramo
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A.,
as the Agent

By: Maurice E. Washington
Name: Maurice E. Washington
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark Rights (First Lien)]

TRADEMARK
REEL: 006409 FRAME: 0667

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Federal Registration:

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
National Diagnostics, LLC	NATIONAL DIAGNOSTICS	06/10/1997	2,068,619

U.S. State Registration:

<u>Owner</u>	<u>State</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
National Diagnostics, LLC	Georgia	NATIONAL DIAGNOSTICS	2/25/1994	T13430