

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vector Laboratories, Inc.		08/02/2018	Corporation: CALIFORNIA
TriLink BioTechnologies, LLC		08/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2006391	ELITE
Registration Number:	1426136	PHOTOPROBE
Registration Number:	1635200	V!
Registration Number:	1755996	VECTASHIELD
Registration Number:	1220471	VECTASTAIN
Registration Number:	1259009	VECTOR
Registration Number:	1542135	VECTREX
Registration Number:	3268400	CHROMALINK
Registration Number:	4542383	MAGNALINK
Registration Number:	4488606	NANOLINK
Registration Number:	5024276	THE MODIFIED NUCLEIC ACID EXPERTS
Registration Number:	5304533	OLIGOBUILDER
Registration Number:	5468487	CLEANCAP
Registration Number:	5468481	CLEANTAG
Registration Number:	5032541	TRILINK
Registration Number:	5082758	TRILINK BIOTECHNOLOGIES
Registration Number:	5082759	TRILINK BIOTECHNOLOGIES
Registration Number:	5528329	CLEANAMP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87939792	

CORRESPONDENCE DATA

Fax Number: 8009144240
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.
Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/02/2018

Total Attachments: 12
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of August 2, 2018, is among the Persons listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) and JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MARAVAI INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Parent Borrower”), CYGNUS TECHNOLOGIES, LLC, a Delaware limited liability company (“Cygnus”), TRILINK BIOTECHNOLOGIES, LLC, a Delaware limited liability company (“TriLink”), VECTOR LABORATORIES, INC., a California corporation (“Vector”; and together with the Parent Borrower, Cygnus and TriLink, the “Borrowers” and each a “Borrower”), MARAVAI TOPCO HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), have entered into the First Lien Credit Agreement dated as of August 2, 2018 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent, Collateral Agent, an L/C Issuer and a Lender. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of August 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or held or hereafter acquired or created by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect such damages, or otherwise recover with respect to such claims; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property, including, for clarity, any United States intent-to-use trademark or service mark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

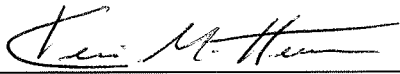
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP

SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VECTOR LABORATORIES, INC.;
TRILINK BIOTECHNOLOGIES, LLC; and
GLEN RESEARCH, LLC

By: 

Name: Kevin Herde

Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006421 FRAME: 0743

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

By: 
Name: Vanessa Chiu
Title: Executive Director

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006421 FRAME: 0744

SCHEDULE A

PATENTS

Assignee	Title	Country	Issued Date
TriLink BioTechnologies, Inc.	Pre-activated Carbonyl Linkers for the Modification of Oligonucleotides	United States	6320041 11/20/2001
TriLink BioTechnologies	Phosphotriester-Modified Oligonucleotide Primers for Nucleic Acid Amplification	United States	8361753 01/29/2013
TriLink BioTechnologies	Chemically Modified Nucleoside 5'-Triphosphates for Thermally Initiated Amplification of Nucleic Acid	United States	8133669 03/13/2012
TriLink BioTechnologies	Chemically Modified Ligase Cofactors, Donors and Acceptors	United States	8728725 05/20/2014
TriLink BioTechnologies, LLC	Functional biopolymer modification reagents and uses thereof	United States	7102024 09/05/2006
TriLink BioTechnologies, LLC	Functional biopolymer modification reagents and uses thereof	United States	7732628 06/08/2010
TriLink BioTechnologies, LLC	Functional biopolymer modification reagents and uses thereof	United States	RE46171 10/04/2016
TriLink BioTechnologies, LLC	Hydrazine-based and carbonyl-based bifunctional crosslinking reagents	United States	6800728 10/05/2004
TriLink BioTechnologies, LLC	Hydrazine-based and carbonyl-based bifunctional crosslinking reagents	United States	7462689 12/09/2008
TriLink BioTechnologies, LLC	Hydrazone-based and oxime-based fluorescent and chromophoric/pro-flourescent and pro-chromophoric reagents and linkers	United States	8541555 09/24/2013
TriLink BioTechnologies, LLC	Preparation and/or purification of oligonucleotide conjugates	United States	8846875 09/30/2014
TriLink BioTechnologies, LLC	Biomolecule/polymer conjugates	United States	6911535 06/28/2005
TriLink BioTechnologies, LLC	Triphosphate oligonucleotide modification reagents and uses thereof	United States	7999098 08/16/2011

Assignee	Title	Country	Issued Date
TriLink BioTechnologies, LLC	Triphosphate oligonucleotide modification reagents and uses thereof	United States	7173125 02/06/2007
TriLink BioTechnologies, LLC	Triphosphate oligonucleotide modification reagents and uses thereof	United States	6686461 02/03/2004
Glen Research Corporation	Universal supports for oligonucleotide synthesis	United States	6770754 8/3/2004
Glen Research Corporation	Universal supports for oligonucleotide synthesis	United States	7491817 2/17/2009
Glen Research Corporation; Nelson Biotechnologies, Inc.	Novel reagents utilizing a serinol scaffold for labeling synthetic oligonucleotide	United States	8394948 3/12/2013
Glen Research Corporation; Berry & Associates	Fluorescent nitrogenous base and nucleosides incorporating same	United States	7144995 12/5/2006
TriLink BioTechnologies, Inc.	Chemically Modified Ligase Cofactors, Donors and Acceptors	United States	9631227 04/25/2017

PATENT APPLICATIONS

Assignee	Title	Country	Application Serial No.	Filing Date
TriLink BioTechnologies, Inc.	Chemically modified ligase cofactors, donors and acceptors	United States	15495848	04/24/2017


SCHEDULE B

TRADEMARKS

Owner	Mark	Country	Registration No. / Date
Vector Laboratories, Inc.	Elite	United States	2006391 10/8/1996
Vector Laboratories, Inc.	Photoprobe	United States	1426136 1/27/1987
Vector Laboratories, Inc.	V! and Design	United States	1635200 2/19/1991
Vector Laboratories, Inc.	Vectashield	United States	1755996 3/2/1993
Vector Laboratories, Inc.	Vectastain	United States	1220471 12/21/1982
Vector Laboratories, Inc.	Vector	United States	1259009 11/29/1983
Vector Laboratories, Inc.	Vectrex	United States	1542135 6/6/1989
TriLink BioTechnologies, LLC	CHROMALINK	United States	3268400 07/24/2007
TriLink BioTechnologies, LLC	MAGNALINK	United States	4542383 06/3/2014
TriLink BioTechnologies, LLC	NANOLINK	United States	4488606 02/25/2014
TriLink BioTechnologies, LLC	THE MODIFIED NUCLEIC ACID EXPERTS	United States	5024276 08/16/2016
TriLink BioTechnologies, LLC	OLIGOBUILDER	United States	5304533 10/10/2017

Owner	Mark	Country	Registration No. / Date
TriLink BioTechnologies, LLC	CLEANCAP	United States	5468487 05/15/2018
TriLink BioTechnologies, LLC	CLEANTAG	United States	5468481 05/15/2018
TriLink BioTechnologies, LLC	TRILINK	United States	5032541 08/30/2016
TriLink BioTechnologies, LLC	TRILINK BIOTECHNOLOGIES	United States	5082758 11/15/2016
TriLink BioTechnologies, LLC	TRILINK BIOTECHNOLOGIES & Design 	United States	5082759 11/15/2016
TriLink BioTechnologies, LLC	CLEANAMP	United States	5528329 7/31/2018

TRADEMARK APPLICATIONS

Owner	Mark	Country	Application Serial No.	Filing Date
TriLink BioTechnologies, LLC	Design 	United States	87939792	05/29/2018

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None.