

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501144

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HSRL HOLDINGS LLC		11/30/2018	Limited Liability Company: DELAWARE
HSRL OPERATING LLC		11/30/2018	Limited Liability Company: DELAWARE
VET PATH SERVICES, LLC		11/30/2018	Limited Liability Company: DELAWARE
VPS ARCHIVES, LLC		11/30/2018	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	12220 El Camino Real		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3867457	HSRL	
<b>Registration Number:</b>	3869903	HISTO-SCIENTIFIC RESEARCH LABORATORIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	malikab@gtlaw.com		
<b>Correspondent Name:</b>	Abdullah Malik		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Abdullah Malik		
<b>SIGNATURE:</b>	/Abdullah Malik/		

CH \$65.00 3867457

<b>DATE SIGNED:</b>	12/07/2018
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**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2018, by and among **WESTERN ALLIANCE BANK**, an Arizona corporation having an office located at 12220 El Camino Real, Suite 100, San Diego, CA 92130, ("**Bank**"), **HSRL HOLDINGS LLC**, a Delaware limited liability company, **HSRL OPERATING LLC**, a Delaware limited liability company, **VET PATH SERVICES, LLC**, a Delaware limited liability company and **VPS ARCHIVES, LLC**, an Ohio limited liability company (individually and collectively, jointly and severally, "**Grantor**").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in, among other things, certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has agreed to grant to the Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), whether now existing or hereinafter acquired or developed, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided that, the Intellectual Property Collateral shall not include any Excluded Assets.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include, among others, all registered Copyrights, Patents and Trademarks of Grantor on the date hereof and hereby covenants to promptly provide updates to such Exhibits to the Bank as and when applicable pursuant to the terms of the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.


[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


Address of Grantor:  
c/o Ampersand Capital Partners  
55 William Street, Suite 240  
Wellesley, MA 02481  
Attn: Thomas Galati

**HSRL HOLDINGS LLC**

By:   
Name: Thomas Galati  
Title: President and Chief Executive Officer


Address of Grantor:  
5930 Main Street  
Mount Jackson, VA 22842

**HSRL OPERATING LLC**

By:   
Name: Thomas Galati  
Title: President and Chief Executive Officer


Address of Grantor:  
6450 Castle Dr., Mason, Ohio 45040  
Attn: Thomas Galati

**VET PATH SERVICES, LLC**

By:   
Name: Thomas Galati  
Title: President and Chief Executive Officer

Address of Grantor:  
6450 Castle Dr., Mason, Ohio 45040  
Attn: Thomas Galati

**VPS ARCHIVES, LLC**

By:   
Name: Thomas Galati  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Bank:

12220 El Camino Real, Suite 100  
San Diego, CA 92130

Attn: Robert C. Laka, SVP, Head of Life Sciences

BANK:

WESTERN ALLIANCE BANK

By:

DRBK

Title:

Vice President

TRADEMARK

REEL: 006496 FRAME: 0664

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT C

Trademarks

“HSRL”	3,867,457	10/26/2010
“Histo-Scientific Research Laboratories”	3,869,903	11/2/2010