

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAIN STREET CLINICAL LABORATORY, LLC	FORMERLY MAIN STREET CLINICAL LABORATORY, INC.	09/20/2019	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Silver Point Finance, LLC		
Street Address:	2 Greenwich Plaza		
Internal Address:	1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4865340	MAIN STREET CLINICAL LABORATORY, INC.	
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>		
Email:	mseiss@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Marisa Seiss		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	017245-076		
NAME OF SUBMITTER:	Marisa Seiss		
SIGNATURE:	/Marisa Seiss/		
DATE SIGNED:	09/27/2019		
Total Attachments: 6			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of September 20, 2019, is made by MAIN STREET CLINICAL LABORATORY, LLC (F/K/A MAIN STREET CLINICAL LABORATORY, INC.), a Mississippi limited liability company (the “Grantor”), in favor of Silver Point Finance, LLC, as Administrative Agent.

WHEREAS, reference is made to the Second Lien Credit Agreement, dated as of September 20, 2019 (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among FCPH Holdco LLC, a Delaware limited liability company (the “Borrower”), FCPH Intermediate Holdco LLC, a Delaware limited liability company (“Holdings”), the Lenders party thereto from time to time and Silver Point Finance, LLC, as administrative agent (in such capacity, the “Administrative Agent”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the Lenders extension of such credit, the Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of September 20, 2019 (as amended, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “Security Agreement”), made by the Borrower, Holdings, the Grantor and the other grantors party thereto to the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other Governmental Authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement, as applicable.

SECTION 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including the Trademarks set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”); provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the “Trademark Collateral” shall not include, and thus no security interest is granted in any United States Trademark applications filed on the basis of the applicant’s intent-to-use such Trademark unless and until the filing with, and acceptance by, the USPTO of evidence of use of the Trademark pursuant to Section 1(c) or

Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or resulting Trademark registration under applicable federal Law, after which period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 7.12 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark 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 7. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 8. Intercreditor Agreement. Reference is made to the First Lien/Second Lien Intercreditor Agreement, dated as of the date hereof (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among the Administrative Agent, the Loan Parties, and Silver Point Finance, LLC, as First Lien Credit Agreement Administrative Agent for the First Lien Credit Agreement Secured Parties (each, as defined therein) and each additional representative party thereto from time to time. Notwithstanding anything herein to the contrary, (i) the priority of Liens and the security interests granted in favor of the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the Liens and the security interests granted in favor of the First Lien Credit Agreement Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including Liens and security interests granted in favor of the First Lien Credit Agreement Administrative Agent (as defined in the First Lien/Second Lien Intercreditor Agreement), and (ii) the exercise of any right

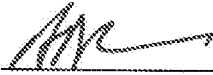
or remedy by the Administrative Agent hereunder are subject in all respects to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and this Trademark Security Agreement with respect to the priority of, and the exercise of any right or remedy with respect to, the Liens in favor of the Administrative Agent, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

MAIN STREET CLINICAL
LABORATORY, LLC, as Grantor

By: 
Name: David Velez
Title: President and Secretary

[Signature Page to Second Lien Trademark Security Agreement – Main Street]

TRADEMARK
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SILVER POINT FINANCE, LLC, as
Administrative Agent

By: 

Name:

Title:


Michael A. Gatto
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement -- Main Street]

TRADEMARK
REEL: 006757 FRAME: 0658



SCHEDULE A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
MAIN STREET CLINICAL LABORATORY, INC. 	86338502 16-JUL-2014	4865340 08-DEC-2015