

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALPHA-TEC SYSTEMS, INC		06/10/2020	Corporation: WASHINGTON
ANATRACE PRODUCTS, LLC		06/10/2020	Limited Liability Company: DELAWARE
EDGE BIOSYSTEMS, INC.		06/10/2020	Corporation: DELAWARE
MOLECULAR DIMENSIONS, INC.		06/10/2020	Corporation: FLORIDA
PHYTOTECH LABS, INC.		06/10/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CVC CREDIT PARTNERS, LLC
Street Address:	712 Fifth Avenue
Internal Address:	42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	5043882	XPR-PLUS
Registration Number:	5043883	OXA
Registration Number:	5174065	CELL-BOND
Registration Number:	5020528	PROTO-FIX
Registration Number:	4950283	CONSED
Registration Number:	5020529	PARA-PRO
Registration Number:	4950282	ETM
Registration Number:	2250987	ANAGRADE
Registration Number:	2790691	ANAMEG
Registration Number:	2254935	ANAPOE
Registration Number:	3487472	ANATRACE
Registration Number:	2790690	ANZERGENT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5795284	CALIBRE SCIENTIFIC
Registration Number:	2030128	C-HEGA
Registration Number:	2310817	CYGLU
Registration Number:	2073422	CYMAL
Registration Number:	2260439	FOS-CHOLINE
Registration Number:	2788434	FOS-MEA
Registration Number:	2030129	HEGA
Registration Number:	3432339	LYSOFOS
Registration Number:	2886091	PMAL
Registration Number:	2260438	SOL-GRADE
Registration Number:	2540490	PERFORMA
Registration Number:	3451717	PHYTOTECHNOLOGY LABORATORIES, L.L.C.
Registration Number:	3933129	ALPHATEC
Registration Number:	5047967	ALPHATEC
Registration Number:	5131139	ALPHATEC INTELLIGENT DIAGNOSTICS
Registration Number:	5047968	NAC-PAC
Registration Number:	5047969	EA3
Registration Number:	5047970	NPC-67

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	30520.515001
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	06/10/2020

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this June 10, 2020, by and among ALPHA-TEC SYSTEMS, INC., a Washington corporation, ANATRACE PRODUCTS, LLC, a Delaware limited liability company, EDGE BIOSYSTEMS, INC., a Delaware corporation, MOLECULAR DIMENSIONS, INC., a Florida corporation, PHYTOTECH LABS, INC., a Delaware corporation (each a "Grantor" and collectively, the "Grantors"), and CVC CREDIT PARTNERS, 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 Life Science Intermediate Holdings, LLC, a Delaware limited liability company (and together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually as a "Borrower", and individually and collectively, jointly and severally, as 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;

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 Grantors 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, Grantors are 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, each 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. Grantors hereby unconditionally grant and pledge 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 such 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 such 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 Grantors 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 Grantors.

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. Grantors hereby acknowledge and affirm 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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and such 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 Grantors' obligations under this Section, Grantors hereby authorize 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 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 TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR AND AGENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH GRANTOR AND AGENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR OR AGENT, AS APPLICABLE, BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH 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. GRANTORS AND AGENT HEREBY IRREVOCABLY WAIVE 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 AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTORS 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. GRANTORS 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*.

[SIGNATURE PAGE FOLLOWS]

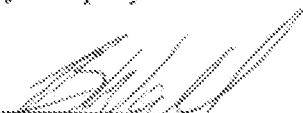
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

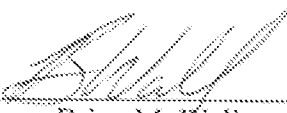
ALPHA-TEC SYSTEMS, INC., a Washington corporation

By: 
Name: Brian M. Wall
Title: President

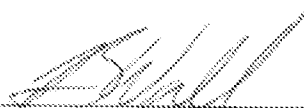
ANATRACE PRODUCTS, LLC, a Delaware limited liability company

By: 
Name: Brian M. Wall
Title: President

EDGE BIOSYSTEMS, INC., a Delaware corporation

By: 
Name: Brian M. Wall
Title: President

PHYTOTECH LABS, INC., a Delaware corporation

By: 
Name: Brian M. Wall
Title: Chairman of the Board

MOLECULAR DIMENSIONS, INC., a Florida corporation

By: _____
Name: Benjamin Travis
Title: Chief Executive Officer

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

GRANTORS:

ALPHA-TEC SYSTEMS, INC., a Washington corporation

By: _____
Name: Brian M. Wall
Title: President

ANATRACE PRODUCTS, LLC, a Delaware limited liability company

By: _____
Name: Brian M. Wall
Title: President

EDGE BIOSYSTEMS, INC., a Delaware corporation

By: _____
Name: Brian M. Wall
Title: President

PHYTOTECH LABS, INC., a Delaware corporation

By: _____
Name: Brian M. Wall
Title: Chairman of the Board

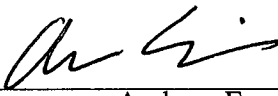
MOLECULAR DIMENSIONS, INC., a Florida corporation

By:  _____
Name: Benjamin Travis
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

AGENT:

CVC Credit Partners, LLC, a Delaware limited liability company

By: 
Name: Andrew Eversfield
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Credit Party	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
Alpha-Tec	ALPHATEC (<i>with logo</i>)	USA	Registered	76/696,275	3/12/2009	3933129	3/22/2011
Alpha-Tec	ALPHATEC	USA	Registered	86/717,422	8/6/2015	5047967	9/27/2016
Alpha-Tec	ALPHATEC	Europe	Registered	14467063	8/11/2015	14457063	6/9/2016
Alpha-Tec	ALPHATEC	South Africa	Pending	2015/24866	9/3/2015		
Alpha-Tec	ALPHATEC	South Africa	Pending	2015/24867	9/3/2015		
Alpha-Tec	ALPHATEC	United Arab Emirates	Registered	243871	11/18/2015	243871	8/8/2017
Alpha-Tec	ALPHATEC	United Arab Emirates	Pending	243872	11/18/2015		
Alpha-Tec	ALPHATEC INTELLIGENT DIAGNOSTICS (<i>with logo</i>)	USA	Registered	86/688,761	7/9/2015	5131139	1/31/2017
Alpha-Tec	NAC-PAC	USA	Registered	86/717,431	8/6/2015	5047968	9/27/2016
Alpha-Tec	NAC-PAC	Europe	Registered	14460042	8/8/2015	14460042	2/12/2016
Alpha-Tec	NAC-PAC	South Africa	Pending	2015/24847	8/3/2015		
Alpha-Tec	EA3	USA	Registered	86/717,433	8/6/2015	5047969	9/27/2016
Alpha-Tec	NPC-67	USA	Registered	86/717,437	8/6/2015	5047970	9/27/2016
Alpha-Tec	NPC-67	Europe	Registered	14460034	8/12/2015	14460034	2/12/2016
Alpha-Tec	NPC-67	South Africa	Registered	201524871	9/3/2015	201524871	9/3/2015

Credit Party	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
Alpha-Tec	XPR-PLUS	USA	Registered	86/717,444	8/6/2015	5043882	9/20/2016
Alpha-Tec	OXA	USA	Registered	86/717,449	8/6/2015	5043883	9/20/2016
Alpha-Tec	CELL-BOND	USA	Registered	86/717,453	8/6/2015	5174065	4/4/2017
Alpha-Tec	PROTO-FIX	USA	Registered	86/717,456	8/6/2015	5020528	9/16/2016
Alpha-Tec	PROTO-FIX	Europe	Registered	14460026	8/12/2015	14460026	12/9/2015
Alpha-Tec	PROTO-FIX	South Africa	Pending	201524874	9/3/2015		
Alpha-Tec	PROTO-FIX	United Arab Emirates	Registered	243873	11/18/2015	243873	8/8/2017
Alpha-Tec	CONSED	USA	Registered	86/717,477	8/6/2015	4950283	5/3/2016
Alpha-Tec	CONSED	United Arab Emirates	Registered	243874	11/18/2015	243874	8/8/2017
Alpha-Tec	PARA-PRO	USA	Registered	86/717,463	8/6/2015	5020529	8/16/2016
Alpha-Tec	PARA-PRO	United Arab Emirates	Registered	243875	11/18/2015	243875	8/8/2017
Alpha-Tec	ETM	USA	Registered	86/717,468	8/6/2015	4950282	5/3/2016
Alpha-Tec	ETM	Europe	Registered	14460018	8/12/2015	14460018	12/9/2015
Alpha-Tec	ETM	South Africa	Registered	201524856	9/3/2015	201524856	9/3/2015
Alpha-Tec	ETM	United Arab Emirates	Registered	243876	11/18/2015	243876	8/8/2017
Anatracc	ANAGRADE	USA	Registered	75/362,346	9/24/1997	2250987	6/8/1999
Anatracc	ANAMEG	USA	Registered	76/456,061	10/4/2002	2790691	12/9/2003
Anatracc	ANAPOE	USA	Registered	75/362,345	9/24/1997	2254935	6/22/1999
Anatracc	ANATRACE	USA	Registered	77/254,594	8/14/2007	3487472	8/19/2008
Anatracc	ANZERGENT	USA	Registered	76/456,060	10/4/2002	2790690	12/9/2003
Anatracc	CALIBESCIENTIFIC	USA	Registered	87/719,765	12/13/2017	5795284	7/2/2019
Anatracc	CALIBESCIENTIFIC	Europe	Registered	17472333	11/13/2017	17472333	5/18/2018
Anatracc	CALIBESCIENTIFIC	UK	Registered	3272984	11/24/2017	3272984	5/4/2018
Anatracc	C-HEGA	USA	Registered	75/051,410	1/31/1996	2030128	1/14/1997

Credit Party	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
Anatrace	CYGLU	USA	Registered	75/507,067	6/23/1998	2310817	1/25/2000
Anatrace	CYMAL	USA	Registered	75/051,408	1/31/1996	2073422	6/24/1997
Anatrace	FOS-CHOLINE	USA	Registered	75/362,344	9/24/1997	2260439	7/13/1999
Anatrace	FOS-MEA	USA	Registered	76/456,059	10/4/2002	2788434	12/2/2003
Anatrace	HEGA	USA	Registered	75/051,422	1/31/1996	2030129	1/14/1997
Anatrace	LYSOFOS	USA	Registered	77/159,155	4/18/2007	3432339	5/20/2008
Anatrace	PMAL	USA	Registered	76/548,684	9/16/2003	2886091	9/21/2004
Anatrace	SOL-GRADE	USA	Registered	75/362,343	9/24/1997	2260438	7/13/1999
Anatrace	C-DODECAFOS		Not Registered				
Anatrace	C-OCTAFOS		Not Registered				
Anatrace	CYAGENT		Not Registered				
Anatrace	CYPFOS		Not Registered				
Anatrace	FOSFEN		Not Registered				
MD-US	NEXTAL	Canada	Registered			TMA779193	6/24/2008
MD-US	NEXTAL	China	Registered			5271444	10/6/2010
MD-US	NEXTAL	China	Registered			5271446	10/14/2009
MD-US	NEXTAL	Germany	Registered			30559679	5/21/2009
MD-US	NEXTAL	WIPO	Registered			904552	3/21/2006

Credit Party	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
MD-US	NEXTAL	Australia	Registered			904552	3/29/2006
MD-US	NEXTAL	Europe	Registered			904552	3/29/2006
MD-US	NEXTAL	USA	Registered			3436229	3/29/2006
MD-US	EASYXTAL	Canada	Registered			TMA703995	7-Jan-08
MD-US	EASYXTAL	China	Registered			5271441	14-Jul-09
MD-US	EASYXTAL	China	Registered			5271442	21-Jul-09
MD-US	EASYXTAL	China	Registered			5271443	28-Apr-09
MD-US	EASYXTAL	Germany	Registered			30559678	21-Mar-06
MD-US	EASYXTAL	WIPO	Registered			904723	29-Mar-06
MD-US	EASYXTAL	Australia	Registered			904723	29-Mar-06
MD-US	EASYXTAL	EU	Registered			904723	29-Mar-06
MD-US	EASYXTAL	Japan	Registered			904723	29-Mar-06
MD-US	EASYXTAL	USA	Registered			3453930	24-Jun-08
EdgeBio	PERFORMA	USA	Active	76/297,288	8/9/2001	2540490	2/19/2002
Kalon	MICROIMMUNE	UK	Unknown	UK00003246394	7/26/2017	UK00003246394	10/20/2017

Credit Party	Trademark	Country	Status	Serial No.	Filing Date	Registration No.	Registration Date
PhytoTech	PHYTOTECHNOLOGY LABORATORIES, L.L.C.	USA	Registered	76/671,878	1/26/2007	3451717	6/24/2008

TRADEMARK

REEL: 006959 FRAME: 0827

RECORDED: 06/10/2020