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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM584424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Immucor, Inc.		07/02/2020	Corporation: GEORGIA
BioArray Solutions Ltd.		07/02/2020	Limited Corporation: DELAWARE
IMMUCOR GTI DIAGNOSTICS, INC.		07/02/2020	Corporation: WISCONSIN
IMMUCOR TRANSPLANT DIAGNOSTICS, INC.		07/02/2020	Corporation: DELAWARE
Sirona Genomics, Inc.		07/02/2020	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	HPS INVESTMENT PARTNERS, LLC, as Administrative Agent
Street Address:	40 W 57th Street, 33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 50**

Property Type	Number	Word Mark
Registration Number:	3231396	ATS-13
Registration Number:	4218520	BEADCHECK
Registration Number:	2829208	BIOARRAY SOLUTIONS
Registration Number:	2829204	BIOARRAY SOLUTIONS
Registration Number:	3394245	BLUD_DIRECT
Registration Number:	2451789	B-SCREEN
Registration Number:	1607986	CAPTURE
Registration Number:	1695744	CAPTURE-CMV
Registration Number:	1607985	CAPTURE-P
Registration Number:	1608783	CAPTURE-R
Registration Number:	2997633	CHECKCELL
Registration Number:	2970705	CORQC

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Property Type	Number	Word Mark
Registration Number:	4824864	DONORSCREEN-HLA
Registration Number:	3320827	ECHO
Registration Number:	5596127	ECHO LUMENA
Registration Number:	3001445	ELU-KIT
Registration Number:	3905629	ERES
Registration Number:	2618820	GALILEO
Registration Number:	1318802	GAMMA
Registration Number:	1484882	GAMMA-CLONE
Registration Number:	1442600	GAMMA-CLONE
Registration Number:	2989496	HEMANTIGEN
Registration Number:	2989494	IMMUADD
Registration Number:	1403632	IMMUCOR
Registration Number:	1943860	IMMUCOR
Registration Number:	4889937	IMMUCOR
Registration Number:	2893384	IMMUCOR GAMMA
Registration Number:	4392934	IMMULINK
Registration Number:	4392935	IMMULINK
Registration Number:	5483470	KSORT
Registration Number:	3869308	LIFECODES
Registration Number:	2391841	MACE
Registration Number:	3898031	MATCH IT!
Registration Number:	5129952	MIA FORA
Registration Number:	3874521	NEO
Registration Number:	5740115	NEO IRIS
Registration Number:	4544094	PAK LX
Registration Number:	2111375	PAKAUTO
Registration Number:	2107634	PAKPLUS
Registration Number:	2992217	PANOCELL
Registration Number:	2989495	PANOSCREEN
Registration Number:	2722591	PF4 ENHANCED
Registration Number:	4748289	PRECISETYPE
Registration Number:	1719299	READY-ID
Registration Number:	1618399	READY-SCREEN
Registration Number:	2970707	REFERENCELLS
Registration Number:	1825733	REST
Registration Number:	4382533	SERUM CLEANER
Registration Number:	3074714	THROMBOTYPE
Registration Number:	2701419	WINQID

### **CORRESPONDENCE DATA**

**Fax Number:** 2125305219

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: 2125305096 Email: dcip@milbank.com

Correspondent Name: Milbank LLP
Address Line 1: 55 Hudson Yards

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	34408.00032
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	07/02/2020

### **Total Attachments: 9**

source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page1.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page2.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page3.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page4.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page5.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page6.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page7.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page8.tif source=Immucor (TPG) - First Lien Trademark Security Agreement - HPS (MB) - Executed#page8.tif

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated July 2, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of HPS INVESTMENT PARTNERS, LLC, as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of July 2, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Immucor, Inc., IVD Intermediate Holdings B Inc., the Lenders party thereto from time to time and HPS INV, as Administrative Agent, Swing Line Lender and L/C Issuer, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain First Lien Security Agreement dated July 2, 2020, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have 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, each Grantor agrees as follows:

SECTION 1. <u>Terms</u>. 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.

SECTION 2. <u>Grant of Security</u>. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

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SECTION 3. <u>Security for Obligations</u>. The grant of a security interest in the Trademarks by each 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. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. 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 6. Security Agreement. This Trademark 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 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.

[Remainder of this page intentionally left blank]

Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IMMUCOR, INC.
By:
Name: Dominique Petitgenet
Title: Chief Financial Officer
The Cine I manetal officer
BIOARRAY SOLUTIONS LTD.
A A
By:  Name: Dominique Petitgenet
Name: Dominique Petitgenet
Title: Chief Financial Officer
IMMUCOD CTI DIA CNOCTICE INC
IMMUCOR GTI DIAGNOSTICS, INC.
By:
Name: Dominique Petitgenet
Title: Chief Financial Officer
IMMUCOR TRANSPLANT DIAGNOSTICS, INC.
- Lad Band
By:
Name: Dominique Petitgenet
Title: Chief Financial Officer
SIRONA GENOMICS, INC.
By:
Name: Dominique Petitgenet
name. Dominique rentgenet

Title: Chief Financial Officer

HPS INVESTMENT PARTNERS, LLC as

Administrative Agent

By:

Name: M. Mark Albert Title: Managing Director

**REEL: 006985 FRAME: 0905** 

# SCHEDULE A

[See attached]

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Name	Owner	Application Date Application #	Registration Date Registration #	Status
ATS-13	IMMUCOR GTI DIAGNOSTICS, INC.	08 Aug 2005 78/687.498	17 Apr 2007 3 231 396	REGISTERED
BeadCheck	IMMUCOR, INC.	15 Dec 2010 85/198,436	02 Oct 2012 4.218.520	REGISTERED
BIOARRAY SOLUTIONS	BIOARRAY SOLUTIONS LTD	24 Apr 2002 76/399,638	06 Apr 2004 2,829,208	REGISTERED
BIOARRAY SOLUTIONS and Design	BIOARRAY SOLUTIONS LTD	19 Apr 2002 76/398,113	06 Apr 2004 2,829,204	REGISTERED
BLUD_DIRECT	IMMUCOR, INC.	22 Mar 2007 77/137,529	11 Mar 2008 3,394,245	REGISTERED
B-SCREEN	IMMUCOR GTI DIAGNOSTICS, INC.	21 Apr 1999 75/687,618	15 May 2001 2,451,789	REGISTERED
CAPTURE	IMMUCOR, INC.	15 May 1989 73/799,907	31 Jul 1990 1,607,986	REGISTERED
CAPTURE-CMV	IMMUCOR, INC.	24 Jun 1991 74/179,110	23 Jun 1992 1,695,744	REGISTERED
CAPTURE-P	IMMUCOR, INC.	15 May 1989 73/799,906	31 Jul 1990 1,607,985	REGISTERED
CAPTURE-R	IMMUCOR, INC.	15 May 1989 73/799,941	07 Aug 1990 1,608,783	REGISTERED
CHECKCELL	IMMUCOR, INC.	22 Jun 2004 78/439,605	20 Sep 2005 2,997,633	REGISTERED
CORQC	IMMUCOR, INC.	22 Jun 2004 78/439,571	19 Jul 2005 2,970,705	REGISTERED
DONORSCREEN-HLA	IMMUCOR GTI DIAGNOSTICS, INC.	05 May 2014 86/272,299	06 Oct 2015 4,824,864	REGISTERED
ЕСНО	IMMUCOR, INC.	19 Dec 2005 78/776,069	23 Oct 2007 3,320,827	REGISTERED
ECHO LUMENA	IMMUCOR, INC.	30 Mar 2016 86/958,165	30 Oct 2018 5,596,127	REGISTERED
ELU-KIT	IMMUCOR, INC.	22 Jun 2004 78/439,553	27 Sep 2005 3,001,445	REGISTERED
ERES	IMMUCOR TRANSPLANT DIAGNOSTICS, INC.	21 Jan 2010 77/917,055	11 Jan 2011 3,905,629	REGISTERED

	Owner	Application #	Registration #	Status
<u> </u>	IMMUCOR, INC.	13 Nov 2000 76/163,914	10 Sep 2002 2,618,820	REGISTERED
<u> </u>	IMMUCOR, INC.	13 Feb 1984 73/465,233	12 Feb 1985 1,318,802	REGISTERED
GAMMA-CLONE IN	IMMUCOR, INC.	09 Jul 1987 73/671,096	19 Apr 1988 1,484,882	REGISTERED
GAMMA-CLONE	IMMUCOR, INC.	25 May 1984 73/482,218	16 Jun 1987 1,442,600	REGISTERED
4	IMMUCOR, INC.	22 Jun 2004 78/439,598	30 Aug 2005 2,989,496	REGISTERED
<u>a</u>	IMMUCOR, INC.	22 Jun 2004 78/439,564	30 Aug 2005 2,989,494	REGISTERED
a	IMMUCOR, INC.	06 Nov 1985 73/567,122	05 Aug 1986 1,403,632	REGISTERED
4	IMMUCOR, INC.	14 Nov 1994 74/598,497	26 Dec 1995 1,943,860	REGISTERED
IMMUCOR and Design (two Incurved elongated triangles)	IMMUCOR, INC.	14 Oct 2013 86/091,005	19 Jan 2016 4,889,937	REGISTERED
Design	IMMUCOR, INC.	08 Aug 2003 78/285,182	12 Oct 2004 2,893,384	REGISTERED
4	IMMUCOR, INC.	21 Oct 2011 85/453,603	27 Aug 2013 4,392,934	REGISTERED
ImmuLINK (Stylized)	IMMUCOR, INC.	21 Oct 2011 85/453,610	27 Aug 2013 4,392,935	REGISTERED
<u>a</u>	IMMUCOR, INC.	05 Aug 2016 87/128,862	05 Jun 2018 5,483,470	REGISTERED
	IMMUCOR TRANSPLANT DIAGNOSTICS, INC.	29 Sep 2009 77/837,344	02 Nov 2010 3,869,308	REGISTERED
II	IMMUCOR GTI DIAGNOSTICS, INC.	28 Apr 1997 75/282,300	03 Oct 2000 2,391,841	REGISTERED
ת   מ	IMMUCOR TRANSPLANT DIAGNOSTICS, INC.	19 Nov 2009 77/876,640	28 Dec 2010 3,898,031	REGISTERED

Name	Owner	Application Date Application #	Registration Date Registration #	Status
MIA FORA	SIRONA GENOMICS, INC.	11 Sep 2015 86/753,999	24 Jan 2017 5,129,952	REGISTERED
NEO	IMMUCOR, INC.	24 Jul 2009 77/789,251	09 Nov 2010 3,874,521	REGISTERED
NEO IRIS	IMMUCOR, INC.	30 Mar 2016 86/958,170	30 Apr 2019 5,740,115	REGISTERED
PAK LX	IMMUCOR GTI DIAGNOSTICS, INC.	02 Aug 2012 85/693,515	03 Jun 2014 4,544,094	REGISTERED
PAKAUTO	IMMUCOR GTI DIAGNOSTICS, INC.	24 May 1996 75/108,932	04 Nov 1997 2,111,375	REGISTERED
PAKPLUS	IMMUCOR GTI DIAGNOSTICS, INC.	20 Jun 1995 74/690,962	21 Oct 1997 2,107,634	REGISTERED
PANOCELL	IMMUCOR, INC.	22 Jun 2004 78/439,594	06 Sep 2005 2,992,217	REGISTERED
PANOSCREEN	IMMUCOR, INC.	22 Jun 2004 78/439,579	30 Aug 2005 2,989,495	REGISTERED
PF4 ENHANCED	IMMUCOR GTI DIAGNOSTICS, INC.	06 Mar 2001 78/051,680	03 Jun 2003 2,722,591	REGISTERED
PRECISETYPE	IMMUCOR, INC.	18 May 2012 85/629,432	02 Jun 2015 4,748,289	REGISTERED
READY-ID	IMMUCOR, INC.	17 Aug 1990 74/088,784	22 Sep 1992 1,719,299	REGISTERED
READY-SCREEN	IMMUCOR, INC.	08 Jan 1990 74/016,820	23 Oct 1990 1,618,399	REGISTERED
REFERENCELLS	IMMUCOR, INC.	22 Jun 2004 78/439,609	19 Jul 2005 2,970,707	REGISTERED
REST (Stylized)	IMMUCOR, INC.	12 Aug 1991 74/193,376	08 Mar 1994 1,825,733	REGISTERED
SERUM CLEANER	IMMUCOR TRANSPLANT DIAGNOSTICS, INC.	17 Jul 2012 85/679,407	13 Aug 2013 4,382,533	REGISTERED
THROMBOTYPE	IMMUCOR GTI DIAGNOSTICS, INC.	28 Sep 2004 78/490,759	28 Mar 2006 3,074,714	REGISTERED

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