

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MLM MEDICAL LABS GmbH		07/02/2020	Limited Liability Company: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK GERMANY BRANCH, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4300121	MLM MEDICAL LABS	
<b>Registration Number:</b>	4903643	MLM ONLINE	
<b>Registration Number:</b>	5326694	MLM SAFEGUARD BOX	
<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>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1239719 TM		
<b>NAME OF SUBMITTER:</b>	Alicia Vellante		
<b>SIGNATURE:</b>	/Alicia Vellante/		
<b>DATE SIGNED:</b>	07/02/2020		
<b>Total Attachments: 7</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “*Agreement*”) is entered into as of July 2, 2020 by and between **MLM MEDICAL LABS GmbH**, a German limited liability company (*Gesellschaft mit beschränkter Haftung*), registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Mönchengladbach under HRB 4661 (the “*MLM Germany*”), and **SILICON VALLEY BANK GERMANY BRANCH**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

### RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to MLM Germany (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among MLM Germany, MLM MEDICAL HOLDINGS, INC., a Delaware corporation (“*Holdings*”), MLM MEDICAL LABS, LLC, a Delaware limited liability company (“*MLM US*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, MLM Germany, MLM US, and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that MLM Germany shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, Patents, and Licenses (in each case, as defined in the Guarantee and Collateral Agreement; provided however, for purposes of this Agreement, any reference to “Grantor” in such definitions shall be deemed to refer to MLM Germany under this Agreement) to secure the obligations of MLM Germany and any Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

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 Credit Agreement and other Loan Documents, MLM Germany hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement and the other Loan Documents and subject to the German Limitations on Obligations, MLM Germany grants and pledges to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of MLM Germany’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and

including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that with regard to MLM Germany this Agreement should apply only to that Intellectual Property which is not subject to and assigned under the German law governed security assignment of intellectual property of MLM Germany dated on or about the date hereof.

The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

MLM Germany hereby irrevocably authorizes the Administrative Agent at any time and from time to time on or after the Closing Date to file in any relevant jurisdiction any initial financing statements, with respect to its Intellectual Property or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such MLM Germany is an organization, the type of organization and any organizational identification number issued to such Grantor. MLM Germany agrees to provide such information to the Administrative Agent promptly upon request. MLM Germany also ratifies its authorization for the Administrative Agent to file in any relevant jurisdiction any initial financing statements as of the Closing Date or amendments thereto after the Closing Date to perfect or maintain the perfection of the security interests granted under this Agreement.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

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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:

MLM MEDICAL LABS GmbH

By: \_\_\_\_\_



Name: Prof. Dr. rer.nat. Stephan Wnendt


Title: Managing Director (*Geschäftsführer*)

Signature Page to Intellectual Property Security Agreement

TRADEMARK  
REEL: 006989 FRAME: 0052

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK GERMANY BRANCH

By:   
Name: C. HOPPE  
Title: MD

Signature Page to Intellectual Property Security Agreement

**EXHIBIT A**  
**COPYRIGHTS**

Registered Copyrights

None

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None

**EXHIBIT B**

**PATENTS**

Issued Patents

<b>Grantor</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
MLM MEDICAL LABS GmbH	Container system for transport of biological material, uses thereof and methods of Packaging	10,687,527	June 23, 2020

Pending Patent Applications

None

Issued Patents and Pending Patent Applications Licensed to Loan Parties

None



**EXHIBIT C**  
**TRADEMARKS**

Registered Trademarks

<b>Grantor</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
MLM MEDICAL LABS GmbH	MLM KIT BUILDING	January 28, 2020	5969798
MLM MEDICAL LABS GmbH	MLM MEDICAL LABS	April 10, 2019	4300121
MLM MEDICAL LABS GmbH	MLM ONLINE	February 23, 2016	4903643
MLM MEDICAL LABS GmbH	MLM SAFEGUARD BOX	November 7, 2017	5326694
MLM MEDICAL LABS GmbH	MLM SAMPLE STORAGE SYSTEM	February 25, 2020	5993124

Pending Trademark Applications

None

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None