

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593430

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|---|-------------------------------|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lab Medical Manufacturing, Inc. | | 08/18/2020 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Cambridge Savings Bank | | |
| Street Address: | 81 Wyman Street | | |
| City: | Waltham | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02451 | | |
| Entity Type: | Chartered Bank: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78313185 | LAB MEDICAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6174220383 | | |
| <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> | | | |
| Phone: | 617-422-0200 | | |
| Email: | acs@bostonbusinesslaw.com | | |
| Correspondent Name: | John L. Hackett Jr. | | |
| Address Line 1: | 155 Federal Street, 9th Floor | | |
| Address Line 2: | Hackett Feinberg P.C. | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | John L. Hackett Jr. | | |
| SIGNATURE: | /John L. Hackett Jr./ | | |
| DATE SIGNED: | 08/21/2020 | | |
| Total Attachments: 11 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated August 18, 2020 (this "Agreement") is executed by and between Lab Medical Manufacturing, Inc., a Massachusetts corporation with a place of business at 28 Cook Street, Billerica, Massachusetts 01821 (the "Debtor"), and Cambridge Savings Bank, a Massachusetts banking corporation with offices at 81 Wyman Street, Waltham, Massachusetts 02451 (the "Lender").

Debtor is party to a certain Loan Agreement with Lender dated August 18, 2020, as the same may be hereafter be modified, amended or replaced (the "Loan Agreement"). Lender has required that Debtor grant a security interest in substantially all of its tangible and intangible property as security for the Secured Obligations (as defined hereinafter). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Loan Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Debtor and Lender, the parties agree as follows:

1. Security Interest. As security for the Secured Obligations, the Debtor hereby grants to the Lender a security interest in the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "IP Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing that is registered or applied for in the United States, set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing that is registered or applied for in the United States, set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the “Trademarks”): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing that is registered or applied for in the United States, set forth on Schedule C attached hereto, and (iii) all good will associated therewith;

(d) Any Patent license, exclusive Copyright license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D attached hereto;

(e) Debtor’s software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor’s technical information, procedures, processes, designs, knowledge, and know-how; Debtor’s data bases, models and drawings;

(g) Debtor’s skill, expertise, and experience; Debtor’s websites, world wide web addresses, domain names, URL’s, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not compromise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor’s applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor’s goodwill associated with any of the foregoing, together with Debtor’s rights to sue and collect damages for past, present and future infringement of the foregoing and the goodwill associated therewith.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of all liabilities and obligations of Debtor now or hereafter outstanding under the Loan Agreement and the other Loan Documents. Said term shall also include all costs and expenses permitted to be incurred by the Lender from time to time under this Agreement.

3. Special Warranties and Covenants of the Debtor. The Debtor hereby warrants and covenants to the Lender that:

(a) The address shown at the beginning of this Agreement is, as of the date hereof, the principal place of business of the Debtor (the “Premises”).

(b) Except for the security interest granted hereby, as to IP Collateral owned by the Debtor, the Debtor is, and as to the IP Collateral acquired after the date hereof the Debtor will be, the owner of the IP Collateral free from any lien, security interest, or encumbrance (other than liens or encumbrances arising by operation of law or under the Loan Documents), and the Debtor will make all commercially reasonable efforts to defend all IP Collateral which it owns and which is material to Debtor's business against all claims and demands of all other persons. To the Debtor's knowledge and belief, no other financing statement or filing covering any of the IP Collateral owned by the Debtor is on file nor will the Debtor knowingly permit any adverse financing statement or filing to be or remain on file in any public office except such filings that evidence the Lender's security interest in the owned IP Collateral and other filings evidencing Permitted Liens.

(c) The Debtor warrants that, with respect to the owned IP Collateral, except for sales or dispositions not material in value and not material to the Debtor's business, it will not sell or otherwise dispose of any of the owned IP Collateral or any interest therein except as otherwise permitted in the Loan Documents or the Credit Facility Documents without the prior written consent of the Lender.

(d) The Schedules hereto are intended to, and Debtor represents the Schedules do include as IP Collateral, all material intellectual property now held by the Debtor, and that the Schedules will be updated from time to time by the Debtor as necessary or at the request of the Lender to include any hereafter acquired material intellectual property. The Debtor will, in addition, from time to time at the reasonable request of the Lender, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Lender may reasonably require more completely to vest or confirm in and assure to the Lender its rights hereunder and in and to the IP Collateral.

(e) The Debtor shall notify the Lender promptly of all material written claims received by the Debtor against the IP Collateral. The Debtor shall not settle any material dispute or claim without the Lender's consent, not to be unreasonably withheld, delayed, or conditioned, unless such settlement has no adverse impact on the IP Collateral or the Lender's security interest therein.

4. Events of Default. The occurrence of any one or more of the "Events of Default" as defined in the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Remedies. Upon and after the occurrence and during the continuance of an Event of Default, all of the Secured Obligations may, at the option of the Lender and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

Upon and after the occurrence and during the continuance of an Event of Default, the Lender shall have all of the rights and remedies available to it under the Security Agreement in addition to all of the rights and remedies of a secured party under the Uniform Commercial Code, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law.

6. Governmental Approvals. The Lender acknowledges that in connection with any exercise by the Lender of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Lender nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Lender of any power, right, privilege or remedy pursuant to this Agreement or any other security document which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will make all commercially reasonable efforts to execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Lender may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

7. WAIVER. THE LENDER AND DEBTOR KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE LENDER OR THE DEBTOR IN RESPECT OF THIS AGREEMENT.

8. General.

(a) No waiver by the Lender of any failure to pay or perform shall be effective unless in writing nor operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of the Lender to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(b) This Agreement is supplemental to the Security Agreement and such agreements taken together are intended as the final, complete and exclusive statement of the security interests granted to the Lender by the Debtor. No amendment, modification, termination or waiver of any provision of this IP Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and signed by the Debtor and the Lender. Any waiver of, or consent to any departure from, any provision of this Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time.

(c) The Debtor hereby irrevocably authorizes the Lender at any time and from time to time to file initial financing statements, continuation statements and amendments thereto and such other filings in such locations and offices as the Lender shall deem necessary or appropriate to perfect the security interest granted herein, or to cause this Agreement to be filed with the US

Patent and Trademark Office, the US Copyright Office or other state or federal filing office where such interests may be recorded or filed.

(d) All rights of the Lender hereunder shall inure to the benefit of its successors and assigns as set forth in the Loan Agreement and the other Loan Documents and in the Credit Facility Documents.

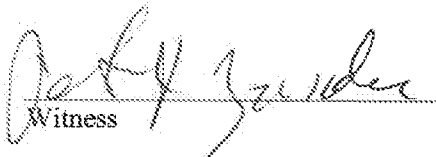
(e) This Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

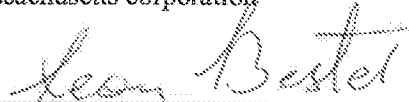
(f) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Agreement shall not be affected.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument as off the date first above written.

LAB MEDICAL MANUFACTURING, INC.
A Massachusetts corporation


Witness

By: 
Name: Leon Bester
Title: President and Treasurer

CAMBRIDGE SAVNGS BANK

.....
Witness

By:
Name: Javier Bellini
Title: Vice President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument as off the date first above written.

LAB MEDICAL MANUFACTURING, INC.
A Massachusetts corporation

.....
Witness

By: _____
Name: Leon Bester
Title: President and Treasurer

Shymireu

Witness
Karine Metchyan

CAMBRIDGE SAVNGS BANK
[Signature]
By: _____
Name: Javier Bellini
Title: Vice President

SCHEDULE A

Patents

None

SCHEDULE B

Copyrights

None

SCHEDULE C

Trademarks

U.S. Patent and Trademark Office, "Lab Medical" Service Mark

Serial No. 78313185; Registration No. 2,914,601

SCHEDULE D

Licenses

None