

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avidity Science, LLC		10/26/2020	Limited Liability Company: DELAWARE
Edstrom Holdings, LLC		10/26/2020	Limited Liability Company: DELAWARE
Lab Products, Inc.		10/26/2020	Corporation: NEW JERSEY
Bio Medic Data Systems, Inc.		10/26/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	First Midwest Bank, as Administrative Agent
Street Address:	8750 West Bryn Mawr Ave., Suite 1300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	Bank: ILLINOIS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5962453	AVIDITY SCIENCE
Registration Number:	5962452	AVIDITY
Registration Number:	1468107	ENVIRONMENTAL WATCHDOG
Registration Number:	3877553	PULSE
Registration Number:	1118812	FREEZE GUARD
Registration Number:	3152251	WATER SWIGGLER
Registration Number:	4978460	PULSE CMC
Registration Number:	3119966	SIPPER SACK
Registration Number:	6039862	EDSTROM
Registration Number:	3527983	B CON
Registration Number:	1015168	ECONO-CAGE
Registration Number:	3030638	HYDROPAC
Registration Number:	3081772	ISOCAGE
Serial Number:	86099327	SOLVERA
Serial Number:	76113953	ALEC

OP \$415.00 5962453

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88202839	WATCHDOG EX

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbleskin@schiffhardin.com
Correspondent Name: Schiff Hardin LLP
Address Line 1: 233 S Wacker Drive, Suite 7100
Address Line 2: Jennifer Bleskin
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	10/29/2020

Total Attachments: 8

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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement") is made this 26th day of October, 2020, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the "Debtors" and each, individually, a "Debtor") and First Midwest Bank, as Administrative Agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 26, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have agreed to make credit extensions and other financial accommodations from time to time to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make such extensions of credit and other financial accommodations as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Debtors shall have executed and delivered to the Administrative Agent that certain Security Agreement, dated as of October 26, 2020 (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, the Debtors are required to execute and deliver to the Administrative Agent, for the benefit of the Credit Parties, 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 Debtor 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 and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Debtor hereby grants and pledges to the Administrative Agent, to secure the Obligations, a security interest (subject only to Permitted Liens) (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Debtor's right, title and interest in, to and under the following Collateral of such Debtor (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 and all renewals and extensions thereof;

(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 Proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement, dilution or other impairment of any Trademark or any Trademarks exclusively licensed under any IP 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 the Debtors, or any of them, to the Administrative 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 any Debtor. Notwithstanding the foregoing, upon any exercise of remedies by the Administrative Agent or the Lenders in respect of any Debtor's Trademarks and Trademark IP Licenses, any then-existing permitted Trademark IP License agreement or other arrangements relating primarily to such Trademarks shall survive in full force and effect and be accepted by the Administrative Agent, and neither the Administrative Agent nor any Lender (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or arrangements, or petition a court to do so, (ii) take any steps to oppose such licensee's exercise of any rights under Section 365(n) of the Bankruptcy Code or (iii) interfere with the rights of such licensee to such Trademark Intellectual Property Licenses as provided in the applicable Trademark IP License agreement or arrangements, or petition a court to do so.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Debtors shall give to the Administrative Agent prompt written notice of any new registered Trademark. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. The Debtors represent and warrant to the Administrative Agent and the Lenders that the Trademarks and Trademark IP Licenses listed on Schedule I annexed hereto constitute all of the Trademarks and Trademark IP Licenses now owned by the Debtors. If any Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto and the Debtors shall give to the Administrative Agent and the Lenders prompt written notice of any new registered Trademark. Debtors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement upon receipt of such written notice by amending Schedule I to include any such new trademark rights of each Debtor. 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 the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. 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. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (.pdf) shall be valid and binding to the same extent as 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. Choice of Law and Venue, Jury Trial Waiver and Judicial Reference Provision. This Trademark Security Agreement shall be subject to the provisions regarding choice of law and venue, jury trial waiver and judicial reference set forth in Sections 6.6 and 6.8 of the Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

DEBTORS:

AVIDITY SCIENCE, LLC

By: Scott W Gage
Name: Scott W. Gage
Title: Vice President and Assistant Secretary

EDSTROM HOLDINGS, LLC

By: Scott W Gage
Name: Scott W. Gage
Title: Vice President and Assistant Secretary

LAB PRODUCTS, INC.

By: Scott W Gage
Name: Scott W. Gage
Title: Vice President and Assistant Secretary

BIO MEDIC DATA SYSTEMS, INC.


By: Scott W Gage
Name: Scott W. Gage
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Acknowledged By:

ADMINISTRATIVE AGENT:

FIRST MIDWEST BANK

By: 
Name: Michael Grabarz
Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

CH2023901293.5

Trademarks

List of Marks¹

1. Registered Trademarks:

Trademark Registration #	Trademark	Filing Date	Date Registered	Expiration Date	Country	Owner	NOTES
5962453	AVIDITY SCIENCE	7/18/2018	1/14/2020	1/14/2030	USA	Edstrom Holdings, LLC	Declaration of Use due 1/14/2026
5962452	AVIDITY	7/18/2018	1/14/2020	1/14/2030	USA	Edstrom Holdings, LLC	Declaration of Use due 1/14/2026
1468107	Environmental Watchdog	2/9/1987	12/8/1987	12/8/2017	USA	Avidity Science, LLC (f/k/a Edstrom Industries LLC)	Abandoned
3877553 ²	Pulse (Vivarium)	3/2/2009	11/16/2010		USA	Avidity Science, LLC (f/k/a Edstrom Industries LLC)	Abandoned
1118812	Freeze Guard	3/14/1978	5/22/1979	12/206/2009	USA	Avidity Science, LLC (f/k/a Edstrom Industries LLC)	Cancelled
3152251	Water Swiggler	6/21/2005	10/3/2006	10/3/2016	USA	Avidity Science, LLC (f/k/a Edstrom Industries LLC)	Cancelled
4978460	Pulse CMC	1/7/2014	6/14/2016	6/14/2026	USA	Avidity Science, LLC	Declaration of Use due 6/14/2022
3119966	SIPPER SACK	6/21/2005	7/25/2006	7/25/2026	USA	Avidity Science, LLC	Renewal due 7/25/2026
6039862	EDSTROM	10/5/2018	4/28/2020	4/28/2030	USA	Avidity Science, LLC	Declaration of Use due 4/28/2026

¹ Those trademarks which have recently lapsed are included on this Schedule as Avidity Science, LLC may have common law rights in the trademarks to the extent Avidity Science, LLC may intend to enforce such rights.

² This trademark is no longer in use and is superseded by Pulse|CMC. Avidity Science, LLC is currently going through abandonment proceedings to allow the assignment of Pulse|CMC from Solvera, LLC to Avidity Science, LLC.

Trademark Registration #	Trademark	Filing Date	Date Registered	Expiration Date	Country	Owner	NOTES
3,527,983	B CO		04 Nov 2008		US	Lab Products, Inc.	Subject to that certain Co-Existence Agreement entered into by Reckitt Benckiser Inc. and Lab Products, Inc., executed on February 8 and 14, 2008.
1,015,168	ECONO-CAGE		08 Jul 1975		US	Maryland Plastics	To be assigned to Lab Products, Inc.
3,030,638	HYDROPAC		13 Dec 2005		US	Lab Products, Inc.	
3,081,772	ISOCAGE		18 Apr 2006		US	Lab Products, Inc.	

2. **Trademark Applications:**

Application	Trademark	Applicant	Patent Attorney Reference #	Filing Date	Country	Notes
86/099,327	Solvera	Avidity Science, LLC	1038.048	10/23/2013	USA	Abandoned
76113953	ALEC	BIO MEDIC DATA SYSTEMS, INC.		8/21/2000	USA	Abandoned
88202839	WATCHDOG EX	Avidity Science, LLC		11/21/2018	USA	Active Prosecution (Notice of Allowance from USPTO, Statement of Use Filed, Office Action from USPTO Pending)

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