

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZeptoMetrix Corporation		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4816048	ZEPTOMETRIX	
Registration Number:	4802281	SERODETECT	
Registration Number:	4695686	NATTROL	
Registration Number:	3224065	ZEPTOMETRIX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127013365		
Email:	ecarrera@cahill.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	41260-0357		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	01/04/2021		

OP \$115.00 4816048

Total Attachments: 5

source=19. Cole-Parmer 2nd Amend - Second Lien Trademark Security Agreement#page2.tif

source=19. Cole-Parmer 2nd Amend - Second Lien Trademark Security Agreement#page3.tif

source=19. Cole-Parmer 2nd Amend - Second Lien Trademark Security Agreement#page4.tif

source=19. Cole-Parmer 2nd Amend - Second Lien Trademark Security Agreement#page5.tif

source=19. Cole-Parmer 2nd Amend - Second Lien Trademark Security Agreement#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”) is entered into as of December 31, 2020, by and among **ZEPTOMETRIX CORPORATION** (the “Grantor”) and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is a party to (i) a Second Lien Pledge and Security Agreement, dated as of November 4, 2019 (as amended by that certain Joinder to Second Lien Pledge and Security Agreement, dated as of December 31, 2020 and as it may be further amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement and (ii) a Second Lien Credit Agreement, dated as of November 4, 2019 (as amended by that certain First Incremental Amendment to Second Lien Credit Agreement dated as of February 5, 2020, as further amended by that certain Second Incremental Amendment to Second Lien Credit Agreement dated as of December 31, 2020 (the “Second Incremental Amendment to Second Lien Credit Agreement”) and as may be further amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Curie Holdings, LLC, a Delaware limited liability company (“Holdings”), CPI Holdco, LLC, a Delaware limited liability company (the “Borrower”), Cortland Capital Market Services LLC, as Administrative Agent, the Lenders from time to time party thereto and each other party from time to time party thereto;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Incremental Amendment to Second Lien Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and/or the Security Agreement and used herein have the meaning given to them in the Credit Agreement and/or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”); provided, however, for the avoidance of doubt, the “Trademark Collateral” shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor

to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Grantor, at the Grantor's expense to the extent required by Section 10.04 of the Credit Agreement, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

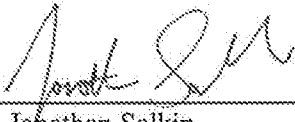
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

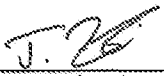
IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZEPTOMETRIX LLC

By: 
Name: Jonathan Salkin
Title: President

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date	Status
1.	ZeptoMetrix Corporation	ZEPTOMETRIX	86345833 07/23/2014	4816048 09/22/2015	Registered
2.	ZeptoMetrix Corporation	SERODETECT	86345965 07/23/2014	4802281 09/01/2015	Registered
3.	ZeptoMetrix Corporation	NATTROL	86345880 07/23/2014	4695686 03/03/2015	Registered
4.	ZeptoMetrix Corporation	ZEPTOMETRIX	78680481 07/28/2005	3224065 04/03/2007	Registered