

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621040

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|---|---|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Avertest, LLC | | 01/15/2021 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Oxford Finance LLC, as Administrative Agent | | |
| Street Address: | 115 S. Union Street | | |
| Internal Address: | Suite 300 | | |
| City: | Alexandria | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22314 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5204482 | AVERSYS | |
| Registration Number: | 4172977 | AVERTEST | |
| Registration Number: | 5197621 | MEASUREMENT-BASED SYSTEMATIC MONITORING | |
| Registration Number: | 5204484 | MUCH MORE THAN JUST A TEST | |
| Registration Number: | 5793819 | AVERSYS | |
| Registration Number: | 5217124 | AVERSYS | |
| Registration Number: | 5217122 | AVERTEST | |
| Registration Number: | 5793689 | AVERHEALTH | |
| Registration Number: | 5793688 | AVERHEALTH | |
| 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: | 240-392-0017 | | |
| Email: | requests@independencelegalsupport.com | | |
| Correspondent Name: | Elspeth Callahan | | |
| Address Line 1: | PO Box 1807 | | |
| Address Line 4: | Greenbelt, MARYLAND 20768 | | |

OP \$240.00 5204482

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|---|--------------------|
| NAME OF SUBMITTER: | Melanie A. Fagan |
| SIGNATURE: | /Melanie A. Fagan/ |
| DATE SIGNED: | 01/19/2021 |
| Total Attachments: 6 source=78570416 Avertest Filing#page1.tif source=78570416 Avertest Filing#page2.tif source=78570416 Avertest Filing#page3.tif source=78570416 Avertest Filing#page4.tif source=78570416 Avertest Filing#page5.tif source=78570416 Avertest Filing#page6.tif | |

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of January 15, 2021 (this "Security Interest"), is made by **AVERTEST, LLC**, a Virginia limited liability company (the "Grantor"), in favor of **OXFORD FINANCE LLC**, as administrative agent for the benefit of the lenders under the Credit Agreement referred to below (the "Grantee").

WHEREAS, reference is hereby made to that certain Credit and Security Agreement, dated as of the date hereof, among the Grantor, Averhealth Purchaser LLC, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and the Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to Grantee, for the benefit of the lenders under the Credit Agreement, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Credit Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations; and

WHEREAS, the Credit Agreement requires Grantor to execute and deliver this Security Interest for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Documents, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, each Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the "Trademark Collateral"):

- (i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

This Security Interest grants only the herein pledge and grant described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

SECTION 4. Loan Documents. The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Loan Documents, the terms of the Loan Documents shall control.

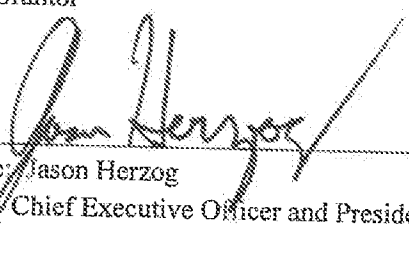
SECTION 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral of such Grantor, and, subject to the exercise of any right or remedy by the Grantee and such Grantor further agrees that such Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of such Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be in the form of an electronic record and may be executed using electronic signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Grantee of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest shall be governed by the internal laws of the State of New York, without regard to conflict of laws principles. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and permitted assigns. The Grantee may, in accordance with the terms and conditions of the Loan Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Loan Documents. No Grantor may assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by each Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest to be executed as of the date set forth above.

AVERTEST, LLC,
as a Grantor

By: 
Name: Jason Herzog
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest to be executed as of the date set forth above.




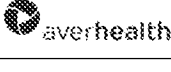
OXFORD FINANCE LLC,
as Agent and Grantee

By: 

Name: Colette H. Featherly
Title: Senior Vice President

SCHEDULE A

TRADEMARKS REGISTRATIONS

| Trademark | Reg. No. App. No. | Status | Registrant |
|--|------------------------------|---------------|-------------------|
| AVERSYS | 5204482 87-193700 | Registered | Avertest, LLC |
| AVERTEST | 4172977 85-399396 | Registered | Avertest, LLC |
| MEASUREMENT-BASED SYSTEMATIC MONITORING | 5197621 87-193838 | Registered | Avertest, LLC |
| MUCH MORE THAN JUST A TEST | 5204484 87-193745 | Registered | Avertest, LLC |
|  | 5793819 88-216144 | Registered | Avertest, LLC |
|  | 5217124 87-193819 | Registered | Avertest, LLC |
|  | 5217122 87-193669 | Registered | Avertest, LLC |
|  | 5,793,689 88-214854 | Registered | Avertest, LLC |
| AVERHEALTH | 5,793,688 88-214853 | Registered | Avertest, LLC |