

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618758

| | | | |
|---|---|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Second Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Birch Grove Capital LP | | 01/06/2021 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wilmington Trust, National Association | | |
| Street Address: | 50 South Sixth Street, Suite 209 | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5008937 | ENVIGO | |
| Registration Number: | 4880586 | SHRN | |
| Registration Number: | 5424949 | R2G2 | |
| Serial Number: | 88305684 | HARLAN | |
| Registration Number: | 3856744 | TEKLAD GLOBAL DIETS | |
| Registration Number: | 3950565 | HAN | |
| Registration Number: | 1671291 | SD | |
| Registration Number: | 1718510 | HOLTZMAN | |
| Registration Number: | 1321122 | SPRAGUE DAWLEY | |
| Registration Number: | 4169307 | KILORAT | |
| Registration Number: | 4579602 | SAGEPORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |

OP \$290.00 5008937

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 01/06/2021

Total Attachments: 6

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**ASSIGNMENT OF
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Assignment") dated as of January 6, 2020, is made by BIRCH GROVE CAPITAL LP, as assignor (the "Assignor") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as assignee (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below) unless otherwise specified herein.

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time), by and among ENVIGO RMS HOLDING CORP., as Borrower, Assignor, as Administrative Agent, the Lenders party thereto and the other Guarantors party thereto (the "Credit Agreement"), the Borrower, ENVIGO RMS, LLC, ENVIGO RMS B.V., INC., ENVIGO BIOPRODUCTS, INC., ERPP, INC., and ENVIGO GLOBAL SERVICES, INC. (each a "Grantor" and together the "Grantors") entered into a Pledge and Security Agreement, dated as of November 4, 2020, with Assignor, as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the ENVIGO RMS, LLC, as a Grantor, executed and delivered a Second Lien Trademark Security Agreement, dated November 4, 2020, in favor of the Assignor (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on November 17, 2020 at Reel/Frame 7108/0581;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Assignor (as Administrative Agent), for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right title and interest in and to the Collateral, including the trademark registrations and applications set forth in Schedule A hereto;

WHEREAS, pursuant to that certain Resignation, Consent, Appointment and Amendment Agreement, dated January 6, 2020, by and among Assignor, Assignee, certain of the Lenders under the Credit Agreement, ENVIGO RMS HOLDINGS CORP. and the other Guarantors under the Credit Agreement, (i) Assignor resigned as Administrative Agent and Assignee was appointed the successor Administrative Agent, (ii) Assignor transferred, assigned, granted and conveyed unto Assignee, as Administrative Agent, all of its right, title and interest in and to the Security Agreement, the Trademark Security Agreement, and the security interest in the Collateral; and

WHEREAS, Assignor and Assignee wish to confirm and record the assignment of the Trademark Security Agreement and the security interest in the Collateral by Assignor to Assignee.

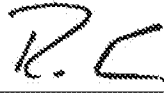
NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns, grants and conveys unto Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Intellectual Property Security Agreement and the security interest in the Collateral. This Assignment may be executed by the parties to this

Assignment in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

BIRCH GROVE CAPITAL LP, as Assignor

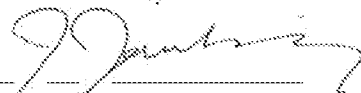
By: 
Name: Rodd D. Evonsky
Title: Chief Financial Officer

[Signature Page to Assignment of Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007177 FRAME: 0732

Accepted:


WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Assignee

By:  _____
Name: Jessica A. Jankiewicz
Title: Assistant Vice President

[Signature Page to Assignment of Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007177 FRAME: 0733

Schedule A

| Owner ¹ | Trademark | | Country | Application Number | Registration Number | Registration Date | Trademark Status |
|--------------------|---------------------|---|--------------------------|--------------------|---------------------|--|------------------|
| Envigo RMS, LLC | ENVIGO LOGO |  | United States of America | 86584179 | 5008937 | 26 Jul 2016 | Registered |
| Envigo RMS, LLC | SHrN | | United States of America | 86/639304 | 4880586 | 05-Jan-2016 | Registered |
| Envigo RMS, LLC | R2G2 | | United States of America | 87/365259 | 5424949 | 13-Mar-2018 | Registered |
| Envigo RMS, LLC | HARLAN & Design | | United States of America | 88/305684 | | | Allowed |
| Envigo RMS, LLC | TEKLAD GLOBAL DIETS | | United States of America | 77/953032 | 3856744 | 05-Oct-2010 | Registered |
| Envigo RMS, LLC | HAN | | United States of America | 85/112010 | 3950565 | 26-Apr-2011 | Registered |
| Envigo RMS, LLC | SD | | United States of America | 74/158076 | 1671291 | 07-Jan-1992 | Registered |
| Envigo RMS, LLC | HOLTZMAN | | United States of America | 74/131694 | 1718510 | 22-Sep-1992 | Registered |
| Envigo RMS, LLC | SPRAGUE DAWLEY | | United States of America | 73/463830 | 1321122 | 19-Feb-1985 | Registered |
| Envigo RMS, LLC | Kilorat | | United States of America | | 4169307 | 3-Jul-2021 (9th year use) 3-Jul-2022 | Registered |
| Envigo RMS, LLC | SAGEport | | United States of America | | 4579602 | 5-Aug-2020 (6th yr of use) 05-Aug-2024 | Registered |

¹ All trademarks are currently owned by, have been assigned to or are in the process of being assigned on a post-closing basis to Envigo RMS, LLC.