

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitrek, LLC		02/26/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Modern Bank, N.A.		
Street Address:	410 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4661882	XITRON TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<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:	617-261-3100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	Kathleen M. Burch, K&L Gates LLP		
Address Line 1:	One Lincoln Street		
Address Line 2:	State Street Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Kathleen M. Burch		
SIGNATURE:	/Kathleen M. Burch/		
DATE SIGNED:	03/01/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this February 26, 2021, by VITREK, LLC, a California limited liability company ("**Grantor**"), in favor of MODERN BANK, N.A., a national banking association (herein in its capacity as collateral agent for the Lenders (as defined below), "**Grantee**"):

W I T N E S S E T H

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of the date hereof, by and among Grantor, the other Loan Parties (as defined therein) from time to time party thereto, the lenders from time to time party thereto (the "**Lenders**") and Grantee, as a lender and as administrative and collateral agent for the Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") providing for extensions of credit to be made from time to time to Grantor and the other Loan Parties by the Lenders, Grantor has granted to Grantee for the benefit of the Lender Group (as defined in the Loan 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, 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;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark owned by Grantor listed on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(ii) all products and proceeds of the forgoing, including any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark owned by Grantor, or (b) injury to the goodwill associated with any trademark owned by Grantor.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the

filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. Upon Full Payment of the Obligations, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

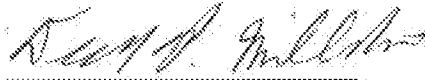
[signature page follows]

[Trademark Security Agreement]

TRADEMARK
REEL: 007227 FRAME: 0664

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

VITREK, LLC


By: 
Name: Donald Millstein
Title: Chairman

[Trademark Security Agreement]

TRADEMARK
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Agreed and Accepted
As of the Date First Above Written:

MODERN BANK, N.A.

By: 
Name: Emanuel Ma
Title: Vice President

SCHEDULE 1

Trademarks

Reg. Number	Serial Number	Mark	Owner
4661882	86066325	 The logo for VITRON, featuring the word "VITRON" in a bold, sans-serif font with a stylized "V" that has a horizontal line through it. Below the word "VITRON" is a smaller, less legible line of text.	Vitrek, LLC

Schedule 1