

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634111

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	First Lien Security Agreement
RESUBMIT DOCUMENT ID:	900589054
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZeptoMetrix LLC		12/31/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
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:

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.

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:	03/24/2021
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Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

WHEREAS, Grantor is a party to (i) a Joinder to First Lien Pledge and Security Agreement, dated as of December 31, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this First Lien Patent Security Agreement and (ii) a First Lien Credit Agreement (“First Lien Credit Agreement”), dated as of November 4, 2019, by and among Curie Holdings, LLC, a Delaware limited liability company (“Holdings”), Curie Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), to be merged on the Closing Date with and into CPI Holdco, LLC, a Delaware limited liability company (the “Company”), with the Company surviving such merger as the “Borrower” under the Credit Agreement (as defined below) (the “Company Borrower”), Jefferies Finance LLC, as Administrative Agent, Collateral Agent, and Issuing Bank, the Lenders from time to time party thereto and each other party from time to time party thereto, as amended by the First Incremental Amendment to First Lien Credit Agreement (“First Incremental Amendment to First Lien Credit Agreement”), dated as of February 5, 2020, by and among the Company Borrower, each First Incremental Term Lender (“First Incremental Term Lenders”), Jefferies Finance LLC, as Administrative Agent, and Collateral Agent, the Lenders from time to time party thereto and each other party from time to time party thereto, as amended by the Second Incremental Amendment to First Lien Credit Agreement (“Second Incremental Amendment to First Lien Credit Agreement”), dated as of December 31, 2020, by and among the Company Borrower, each Second Incremental Term Lender (“Second Incremental Term Lenders”), Jefferies Finance LLC, as Administrative Agent, and Collateral Agent, the Lenders from time to time party thereto and each other party from time to time party thereto (as further amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”);

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 First Lien Credit Agreement, 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 Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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 of Grantor 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 First 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. 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 First 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 Grantor, at 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 First Lien Trademark Security Agreement.


SECTION 5. Counterparts. This First 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 First 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 First Lien Trademark Security Agreement.

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

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

ZEPTOMETRIX LLC

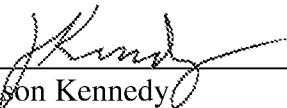
By: 
Name: Jonathan Salkin
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007230 FRAME: 0681

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

SCHEDULE I
to
FIRST 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