

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW MILLENNIUM HOLDCO, INC.		03/31/2021	Corporation:
MILLENNIUM HEALTH, LLC		03/31/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC, as Administrative Agent
Street Address:	225 W. WASHINGTON STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4373504	MAPP
Registration Number:	4573293	RADAR
Registration Number:	4834961	MILLENNIUMPGT
Registration Number:	4849334	MILLENNIUM HEALTH
Registration Number:	4760034	MH
Registration Number:	5493459	COGENDX
Registration Number:	5899041	INTELLIUM
Registration Number:	5899076	INTELLIUM BY MILLENNIUM HEALTH
Registration Number:	6227610	CONTINUUM BY MILLENNIUM HEALTH

CORRESPONDENCE DATA

Fax Number: 2126983599

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: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS

CH \$240.00 4373504

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 166794

NAME OF SUBMITTER: Noah Shier

SIGNATURE: /Noah Shier/

DATE SIGNED: 03/31/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 31, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) is made by each of the signatories hereto as a “Grantor” (each, a “Grantor” and, collectively, the “Grantors”) in favor of Cortland Capital Market Services LLC, in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Amended and Restated Guarantee and Collateral Agreement dated as of May 15, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) by and among MH Borrower, Inc., a Delaware corporation (the “Company”), New Millennium Holdco, Inc., a Delaware corporation, and Millennium Health, LLC, a California limited liability company, and the Administrative Agent, and in connection therewith, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein shall have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor’s right, title and interest in the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations: all trademarks, including, without limitation, all trademarks registered in the United States, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to or required to be referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future

infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (excluding any Excluded Property, collectively, the “Trademark Collateral”); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Property, including, without limitation, any Trademark application filed in the United States Patent and Trademark Office on the basis of a Grantor’s intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting Trademark registration.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

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

NEW MILLENNIUM HOLDCO, INC.,
as Grantor

DocuSigned by:
Neil Thomas
By: _____
15437FC4F710404...
Name: Neil Thomas
Title: Chief Financial Officer

MILLENNIUM HEALTH, LLC,
as Grantor

DocuSigned by:
Neil Thomas
By: _____
15437FC4F710404...
Name: Neil Thomas
Title: Chief Financial Officer

Accepted and Agreed:

**CORTLAND CAPITAL MARKET
SERVICES LLC, as Administrative Agent**

By: *J. B.*
Name: Jon Kirschmeier
Title Associate Counsel

[Signature Page to Trademark Security Agreement]

26672071

**TRADEMARK
REEL: 007239 FRAME: 0972**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Description</u>
Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.	4373504	July 23, 2013	MAPP
Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.	4573293	July 22, 2014	RADAR
Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.	4834961	October 20, 2015	MILLENNIUM PGT + Logo
Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.	4849334	November 10, 2015	MILLENNIUM HEALTH + Logo
Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.	4760034	June 23, 2015	MH + Logo
Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.	5493459	June 12, 2018	COGENDX
Millennium Health, LLC	5899041	October 29, 2019	INTELLIUM
Millennium Health, LLC	5899076	October 29, 2019	INTELLIUM by Millennium Health + Logo
Millennium Health, LLC	6227610	December 22, 2020	Continuum by Millennium Health

Trademark Applications

None.