

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN PRECLINICAL SERVICES, LLC		03/31/2021	Limited Liability Company: MINNESOTA
SYNTACTX LLC		03/31/2021	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	ARES CAPITAL CORPORATION, as Administrative Agent
<b>Street Address:</b>	245 Park Avenue, 44th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5469568	APS
Registration Number:	5474869	APS
Registration Number:	5474870	APS
Registration Number:	5496304	APS FLIGHTLOG
Registration Number:	5559390	POWERFUL PRECLINICAL PROGRAM
Registration Number:	5496307	POWERFUL PRECLINICAL PROGRAM
Registration Number:	5496308	POWERFUL PRECLINICAL PROGRAM
Registration Number:	5474864	WHERE MEDICAL INNOVATIONS TAKE FLIGHT
Registration Number:	5474866	WHERE MEDICAL INNOVATIONS TAKE FLIGHT
Registration Number:	5474867	WHERE MEDICAL INNOVATIONS TAKE FLIGHT
Registration Number:	6012549	SYNTACTX

## CORRESPONDENCE DATA

Fax Number: 3125774565

*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: 312-577-8265

Email: kristin.brozovic@katten.com

TRADEMARK

**Correspondent Name:** Kristin Brozovic c/o Katten  
**Address Line 1:** 525 W Monroe St  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 337285-163

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 04/06/2021

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is dated as of March 31, 2021, is made by AMERICAN PRECLINICAL SERVICES, LLC, a Minnesota limited liability company (“APS”) and SYNTACTX LLC, a New York limited liability company (“Syntactx”; and together with APS, each a “Grantor” and collectively, the “Grantors”) in favor of ARES CAPITAL CORPORATION, as Administrative Agent (in such capacity, “Administrative Agent”).

WHEREAS, each Grantor is a party to that certain Security Agreement dated as of September 15, 2020 (as amended by that certain First Amendment to Credit Agreement, dated as of December 29, 2020, as further amended as of the date hereof, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other grantor parties thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein and defined, directly or by reference, in the Security Agreement shall have the meaning given to them, directly or by reference, in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

To secure the prompt and complete payment and performance when due of the Secured Obligations, including all renewals, extensions, restructurings, refinancings and modifications of any or all of the Secured Obligations, each Grantor hereby grants to Administrative Agent (except to the extent in violation of any applicable requirement of law), for its benefit and the benefit of the Lenders and other Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor’s right, title and interest in and to:

- (i) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers and design (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any similar office or agency of the United States, or any state thereof, or any other country or any political subdivision thereof (“Trademarks”), including those listed on Schedule A hereto;
- (ii) all renewals thereof;
- (iii) all goodwill associated with or symbolized by any of the foregoing;
- (iv) the right to sue for past, present, and future infringement of the foregoing;

- (v) the right to receive all proceeds and damages from claims of infringement of the foregoing against third parties;
- (vi) all other rights, priorities and privileges arising thereunder or related thereto (collectively with the Trademarks, the “Trademark Collateral”);

provided, that the Trademark Collateral shall not include any “intent to use” Trademark applications for which a statement-of-use or amendment-to-allege-use has not been filed and accepted (but only until such statement or amendment is filed and accepted).

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

### **SECTION 4. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.


### **SECTION 5. COUNTERPARTS**

This Trademark Security Agreement may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

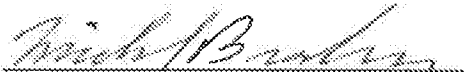
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN PRECLINICAL SERVICES,  
LLC, as a Grantor

By:   
Name: Michael Brookman  
Title: Chief Financial Officer

SYNTACTX LLC, as a Grantor

By:   
Name: Michael Brookman  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007246 FRAME: 0748

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
American Preclinical Services, LLC	APS & Logo	United States	5,469,568	May 15, 2018
American Preclinical Services, LLC	APS & Logo	United States	5,474,869	May 22, 2018
American Preclinical Services, LLC	APS & Logo	United States	5,474,870	May 22, 2018
American Preclinical Services, LLC	APS FLIGHTLOG	United States	5,496,304	June 19, 2018
American Preclinical Services, LLC	POWERFUL PRECLINICAL PROGRAM	United States	5,559,390	September 11, 2018
American Preclinical Services, LLC	POWERFUL PRECLINICAL PROGRAM	United States	5,496,307	June 19, 2018
American Preclinical Services, LLC	POWERFUL PRECLINICAL PROGRAM	United States	5,496,308	June 19, 2018
American Preclinical Services, LLC	WHERE MEDICAL INNOVATIONS TAKE FLIGHT	United States	5,474,864	May 22, 2018
American Preclinical Services, LLC	WHERE MEDICAL INNOVATIONS TAKE FLIGHT	United States	5,474,866	May 22, 2018
American Preclinical Services, LLC	WHERE MEDICAL INNOVATIONS TAKE FLIGHT	United States	5,474,867	May 22, 2018
Syntactx LLC	SYNTACTX	United States	6,012,549	March 17, 2020