

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynalabs, LLC		06/18/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street, 5th Floor		
Internal Address:	Atrium on Bay		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4411858	PASS	
Registration Number:	4115580	DVX	
Registration Number:	3102065	DYNALABS	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-7061		
Email:	jbrown@mayerbrown.com, mdecember@mayerbrown.com		
Correspondent Name:	Jonathan S. Brown		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jonathan Brown		
SIGNATURE:	/Jonathan Brown/		
DATE SIGNED:	06/21/2021		
Total Attachments: 4			
source=Patent and Trademark Security Agreement#page1.tif			
source=Patent and Trademark Security Agreement#page2.tif			

CH \$90.00 4411858

source=Patent and Trademark Security Agreement#page3.tif
source=Patent and Trademark Security Agreement#page4.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of June 18, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Dynalabs, LLC, a Missouri limited liability company (the “**Debtor**”), in favor of Canadian Imperial Bank of Commerce, as agent (in such capacity, and its successors and permitted assigns in such capacity, the “**Agent**”) for the Secured Parties (as defined in the Pledge and Security Agreement, defined below).

WHEREAS, the Debtor is a party to a Pledge and Security Agreement dated as of June 18, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Debtor, the other debtors party thereto and the Agent pursuant to which the Debtor granted a security interest to the Agent in substantially all of its assets.

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

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. The Debtor hereby pledges, collaterally assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Debtor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “**Patent and Trademark Collateral**”):

(a) (i) any and all patents and patent applications including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “**Patents**”; (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements thereof; and (v) all rights corresponding to any of the foregoing throughout the world;

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “**Trademarks**”; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest created by this Agreement extend to, and the term “**Collateral**” shall not include (i) any general intangible that is now or hereafter held by the Debtor to the extent that such general intangible (or any agreement evidencing such general intangible) contains a term or is subject to a rule of law, statute or regulation that restricts or prohibits, or requires a consent (that has not been obtained) of a Person (other

than a Company or any Subsidiary) to, the creation, attachment or perfection of the lien or security interest granted herein, to the extent any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC); provided that (x) this clause (i) shall not include any proceeds of any general intangible and (y) any general intangible that at any time ceases to satisfy the criteria set forth in this clause (i) (whether as a result of the applicable Person obtaining any necessary consent, any change in any rule of law, statute or regulation or otherwise), shall no longer be subject to the exclusion set forth in this clause (i), and (ii) any “intent to use” trademark application until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect thereto.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Choice of Law

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

SECTION 5. Continuing Agreement.

This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations. Upon termination of this Agreement, the Agent shall, upon the request and at the expense of the Debtor, forthwith release its Lien hereunder.

[Remainder of page intentionally left blank]

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

DYNALABS, LLC

By: Infinity Laboratory Group Inc., its sole member

By:  DocuSigned by:
Daniel Henderson
1145FE235024459...
Name: Daniel Henderson
Title: Chief Executive Officer and President

**SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT**

Patents and Patent Applications

<u>Registered Owner</u>	<u>Patent</u>	<u>Filing Office / Jurisdiction</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Dynalabs, LLC	Interactive Method of Providing Analysis of Potency and Purity of Pharmaceutical Compounds	United States of America	February 4, 2005	Issued	7197405
Dynalabs, LLC	On-Site Method of Providing Analysis of Potency and Purity of Pharmaceutical Compounds	United States of America	March 22, 2007	Issued	7660678

Trademark Registrations and Applications

<u>Registered Owner</u>	<u>Trademark</u>	<u>Filing Office / Jurisdiction</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Dynalabs, LLC	PASS	United States of America	May 30, 2012	Registered	4411858
Dynalabs, LLC	DVX	United States of America	May 13, 2010	Registered	4115580
Dynalabs, LLC	DYNALABS	United States of America	October 19, 2004	Registered	3102065