

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quadel Consulting and Training LLC		07/22/2021	Limited Liability Company: D.C.
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent and Collateral Agent		
Street Address:	3333 Peachtree Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4236486	QUALCHECK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1135397-0145-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/22/2021		
Total Attachments: 5			
source=EXECUTED - System One (Quadel Joinder) - IPSA - Trademark Security Agreement (Jul-22-21)#page1.tif			
source=EXECUTED - System One (Quadel Joinder) - IPSA - Trademark Security Agreement (Jul-22-21)#page2.tif			
source=EXECUTED - System One (Quadel Joinder) - IPSA - Trademark Security Agreement (Jul-22-21)#page3.tif			
source=EXECUTED - System One (Quadel Joinder) - IPSA - Trademark Security Agreement (Jul-22-21)#page4.tif			

CH \$40.00 4236486

TRADEMARK SECURITY AGREEMENT

July 22, 2021

WHEREAS, Quadel Consulting and Training LLC, a District of Columbia limited liability company, (herein referred to as the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, OCM System One Buyer CTB, LLC. (the “**Borrower**”), the Lenders party thereto, and Truist Bank, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of March 2, 2021 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of March 2, 2021, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantor party thereto and Truist Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the

Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

* * * * *

IN WITNESS WHEREOF, the Grantor has caused this Copyright Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

QUADEL CONSULTING AND TRAINING LLC,
a District of Columbia limited liability company

By: 

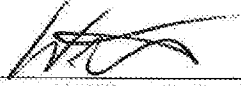
Name: Daniel J. Moran

Title: Chief Financial Officer

Acknowledged:

TRUIST BANK,
as Collateral Agent

By:



Name: William P. Rutkowski
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007362 FRAME: 0413

Quadel Consulting and Training LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
QUALCHECK	4236486	11/06/2012