

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elite Diagnostics, LLC		10/25/2021	Limited Liability Company: NORTH CAROLINA
LMSI, LLC		10/25/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FEAC Agent, LLC		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5737419	ED ELITE DIAGNOSTICS YOUR PRACTICE. YOUR	
Registration Number:	5737412	ED ELITE DIAGNOSTICS	
Registration Number:	5737411	ELITE DIAGNOSTICS	
Serial Number:	90718402	LIGHTHOUSE LAB SERVICES	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1503650 TM		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/John Kline/		

OP \$115.00 5737419

DATE SIGNED:	10/25/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 25, 2021 (this “**Trademark Security Agreement**”), by Elite Diagnostics, LLC, a North Carolina limited liability company, and LMSI, LLC, a North Carolina limited liability company (each, individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of FEAC Agent, LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of October 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The 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 pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this 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 Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

ELITE DIAGNOSTICS, LLC

DocuSigned by:

By: Mark S. Roth

Name: Mark Roth

Title: Manager

[Signature Page to Trademark Security Agreement]

LMSI, LLC

DocuSigned by:

By: Mark S. Roth
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Name: Mark Roth

Title: Manager

By: _____

Name: Jon Harol

Title: Manager

[Signature Page to Trademark Security Agreement]

LMSI, LLC

By: _____

Name: Mark Roth

Title: Manager

DocuSigned by:

By:  _____

Name: Jon Harold

Title: Manager

[Signature Page to Trademark Security Agreement]

FEAC AGENT, LLC, as the Administrative Agent

By: First Eagle Alternative Credit, LLC
Its: Managing Member

By: 
Name: Michelle Handy
Title: Managing Director

[Signature Page to Trademark Security Agreement]