

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envigo Holding I, Inc.		11/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4880586	SHRN	
Registration Number:	5424949	R2G2	
Registration Number:	3856744	TEKLAD GLOBAL DIETS	
Registration Number:	3950565	HAN	
Registration Number:	1671291	SD	
Registration Number:	1718510	HOLTZMAN	
Registration Number:	1321122	SPRAGUE DAWLEY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	038507-1040		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$190.00 4880586

DATE SIGNED:	11/05/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 5, 2021 (this “Trademark Security Agreement”), by and among each guarantor listed on Schedule 1 hereto (the “Pledgors”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of November 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Inotiv, Inc., an Indiana corporation (the “Borrower”), the Pledgors and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of November 5, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States registrations and applications for registration listed on Schedule 2 attached hereto, together with any and all (i) rights, priorities and privileges arising under applicable Legal Requirements with respect to the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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 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. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document, any Specified Hedging Agreement and any Bank Product Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents, any Specified Hedging Agreement and any Bank Product Agreement, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

ENVIGO RMS, LLC

By: Beth A. Taylor
Beth A. Taylor,
Chief Financial Officer, VP-Finance

ENVIGO HOLDING I, INC.

By: Beth A. Taylor
Beth A. Taylor,
Chief Financial Officer, VP-Finance

INOTIV, INC.


By: Beth A. Taylor
Beth A. Taylor,
Chief Financial Officer, VP-Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007485 FRAME: 0102

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: John Koehler
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007485 FRAME: 0103

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

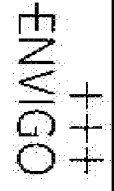
PLEDGORS

NAME	ADDRESS
ENVIGO RMS, LLC	8520 Allison Pointe Blvd. #400, Indianapolis, IN 46250
ENVIGO HOLDING I, INC.	8520 Allison Pointe Blvd. #400, Indianapolis, IN 46250
INOTIV, INC.	8520 Allison Pointe Blvd. #400, Indianapolis, IN 46250

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Trademark	Application No.	Registration No.	Registration Date	Trademark Status
Envigo RMS, LLC	ENVIGO LOGO 	86584179	5008937	26 Jul 2016	Registered
Envigo Holding I, Inc.	SHiN	86/639304	4880586	05-Jan-2016	Registered
Envigo Holding I, Inc.	R2G2	87/365259	5424949	13-Mar-2018	Registered
Envigo Holding I, Inc.	TEKLAD GLOBAL DIETS	77/953032	3856744	05-Oct-2010	Registered
Envigo Holding I, Inc.	HAN	85/112010	3950565	26-Apr-2011	Registered
Envigo Holding I, Inc.	SD	74/158076	1671291	07-Jan-1992	Registered
Envigo Holding I, Inc.	HOLTZMAN	74/131694	1718510	22-Sep-1992	Registered
Envigo Holding I, Inc.	SPRAGUE DAWLEY	73/463830	1321122	19-Feb-1985	Registered
Inotiv, Inc., f/k/a Bioanalytical Systems, Inc.	CULEX	75791821	2,431,031	27-Feb-2001	Registered
Inotiv, Inc., f/k/a Bioanalytical Systems, Inc.	EMPHIS	76424603	2,870,169	3-Aug-2004	Registered
Inotiv, Inc., f/k/a Bioanalytical Systems, Inc.	BASI	76541266	2,905,896	30-Nov-2004	Registered
Inotiv, Inc., f/k/a Bioanalytical Systems, Inc.	INOTIV	88689993	6365351	25-May-2021	Registered

Inotiv, Inc., f/k/a Bioanalytical Systems, Inc	INOTIV (Design)	88690003	6390267	15-Jun-2021	Registered
Envigo RMS, LLC	KILORAT	85397809	4169307	03-JUL-2012	Registered

United States Trademark Applications:

None.