

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LabArchives LLC		11/12/2021	Limited Liability Company: NEVADA
De Novo Software, LLC		11/12/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 S. Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90615959	LABARCHIVES	
Serial Number:	90616072	LABARCHIVES BETTER SCIENCE	
Serial Number:	90616149	LABARCHIVES BETTER SCIENCE	
Registration Number:	4884645	FCS EXPRESS	
Registration Number:	4715259	LABARCHIVES	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		

OP \$140.00 90615959

SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	11/12/2021
Total Attachments: 5 source=Active_152440199_1_Executed Trademark Security Agreement (LabArchives and De Novo) - GraphPad - Barings (2021)#page1.tif source=Active_152440199_1_Executed Trademark Security Agreement (LabArchives and De Novo) - GraphPad - Barings (2021)#page2.tif source=Active_152440199_1_Executed Trademark Security Agreement (LabArchives and De Novo) - GraphPad - Barings (2021)#page3.tif source=Active_152440199_1_Executed Trademark Security Agreement (LabArchives and De Novo) - GraphPad - Barings (2021)#page4.tif source=Active_152440199_1_Executed Trademark Security Agreement (LabArchives and De Novo) - GraphPad - Barings (2021)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2021 (this "Agreement"), among EACH OF THE UNDERSIGNED (each a "Grantor" and collectively, the "Grantors") and BARINGS FINANCE LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among INSIGHTFUL SCIENCE INTERMEDIATE II, LLC, a Delaware limited liability company ("Holdings"), GRAPHPAD SOFTWARE, LLC, a California limited liability company (the "Borrower"), the other Loan Parties from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and BARINGS FINANCE LLC, as the administrative agent, and (b) the Collateral Agreement dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely 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. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LABARCHIVES LLC, as a Grantor

By 

Name: Thomas Swalla

Title: President

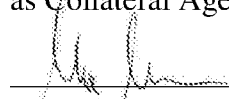
DE NOVO SOFTWARE, LLC, as a Grantor

By 

Name: Thomas Swalla

Title: President

BARINGS FINANCE LLC,
as Collateral Agent





Name: Max McEwen
Title: Managing Director

Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 007493 FRAME: 0747

Schedule I

Trademarks and Trademark Applications

Image	Application Number	Application Date	Registration Number	Registration Date	Owner Name
LABARCHIVES	App 90615959	App 31-MAR-2021			LABARCHIVES LLC
LABARCHIVES SOFTWARE	App 90616072	App 31-MAR-2021			LABARCHIVES LLC
	App 90616149	App 31-MAR-2021			LABARCHIVES LLC
FCS EXPRESS	App 86600362	App 16-APR-2015	Reg 4884645	Reg 12-JAN-2016	DE NOVO SOFTWARE, LLC
	App 86344499	App 22-JUL-2014	Reg 4715259	Reg 07-APR-2015	LABARCHIVES LLC