

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699867

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900655576		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as collateral agent		11/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZEPTOMETRIX LLC (f/k/a ZEPTOMETRIC CORPORATION)		
Street Address:	878 MAIN STREET		
City:	BUFFALO		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4816048	ZEPTOMETRIX	
Registration Number:	4802281	SERODETECT	
Registration Number:	4695686	NATTROL	
Registration Number:	3224065	ZEPTOMETRIX	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	39092.00008		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		

DATE SIGNED:	01/05/2022
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Total Attachments: 4
source=Cole-Parmer (2L Payoff) - Termination of 2020-2 Trademark Security Agreement [Executed]#page1.tif
source=Cole-Parmer (2L Payoff) - Termination of 2020-2 Trademark Security Agreement [Executed]#page2.tif
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TERMINATION OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Termination of Intellectual Property Security Agreement (this “Termination”), dated as of November 1, 2021, is executed by **ZEPTOMETRIX CORPORATION** (the “Grantor”), under the Security Agreements (defined below).

RECITALS

WHEREAS, the Grantor, other parties thereto and the Collateral Agent, as collateral agent for the benefit of the Secured Parties, entered into (i) a certain Second Lien Pledge and Security Agreement, dated as of November 4, 2019 in favor of Collateral Agent (as amended, restated, and/or otherwise modified from time to time, the “Security Agreement”) and (ii) a certain Second Lien Trademark Security Agreement dated as of December 31, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”; and the IP Security Agreement, together with the Security Agreement, collectively, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral, including Patents, Trademarks and Copyrights;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 4, 2021 at reel 7154 and frame 0001; and

WHEREAS, Collateral Agent desires to release any security interest and any other lien it or the Secured Parties may have in the Collateral, and assign all right, title and interest it or the Secured Parties may have in and to the Collateral back to the Grantor.

WHEREAS, the IP Security Agreement has been terminated.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent on behalf of itself and the Secured Parties agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the IP Security Agreement or Security Agreement, as applicable.

2. The Collateral Agent is executing and delivering this Termination as further evidence of the termination of the Security Agreements and the release of any security interests created thereunder.

3. The Collateral Agent, on behalf of itself and the other Secured Parties, hereby claims no further right, title, or interest whatsoever in or to any and all of the Collateral, and accordingly, the Collateral Agent hereby expressly on behalf of itself and the other Secured Parties, hereby absolutely, unconditionally fully and irrevocably releases, terminates and discharges any security interests, pledges or liens that Collateral Agent or any other Secured Party may have in and to any and all of the Collateral (including but not limited to the Trademarks listed on Exhibit A hereto) and assigns, transfers and conveys to the Grantor any and all of its rights, title and interests in the Collateral.

4. The Collateral Agent agrees that, at the Grantor’s sole expense, it shall execute all other documents and do all other acts as reasonably requested by the Grantor to relinquish and effect the

release of its security interest in the Collateral and authorizes and requests that the United States Patent and Trademark Office (or any equivalent or successor office) note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's and each Secured Party's rights and interests under the Security Agreements.

5. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

CORTLAND CAPITAL MARKET SERVICES LLC

By: 

Name:

Matthew Trybula

Title:

Associate Counsel

[Signature Page to Termination of Trademark Security Agreement]

TRADEMARK
REEL: 007517 FRAME: 0935

Exhibit A

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date	Status
1.	ZeptoMetrix Corporation	ZEPTOMETRIX	86345833 07/23/2014	4816048 09/22/2015	Registered
2.	ZeptoMetrix Corporation	SERODETECT	86345965 07/23/2014	4802281 09/01/2015	Registered
3.	ZeptoMetrix Corporation	NATTROL	86345880 07/23/2014	4695686 03/03/2015	Registered
4.	ZeptoMetrix Corporation	ZEPTOMETRIX	78680481 07/28/2005	3224065 04/03/2007	Registered