

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as Collateral Agent		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cambridge Biomedical Inc.		
Street Address:	1320 Soldiers Field Road		
City:	Brighton		
State/Country:	MASSACHUSETTS		
Postal Code:	02135		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3812894	CAMBRIDGE BIOMEDICAL	
Registration Number:	3759558	CUSTOM SOLUTIONS FOR LIFE SCIENCE COMPAN	
Registration Number:	3590164	CAMBRIDGE BIOMEDICAL	
Registration Number:	2679212	CAMBRIDGE BIOMEDICAL	
Registration Number:	2706608	SCIENCE AND SERVICE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/21/2021		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Trademark Release and Reassignment”) is made as of December 21, 2021, by Golub Capital Markets LLC, in its capacity as collateral agent (“Collateral Agent”) in favor of Cambridge Biomedical Inc., a Massachusetts corporation (“Pledgor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or if not defined therein, the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor and Collateral Agent are parties to that certain Credit Agreement, dated as of November 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, (the “Credit Agreement”) and that certain Security Agreement, dated as of November 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Pledgor and Collateral Agent executed that certain Trademark Security Agreement, dated as of January 21, 2020 (the “Trademark Security Agreement”), pursuant to which Pledgor pledged and granted a security interest to Collateral Agent in all of its right, title and interest in, to and under all of the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 21, 2020 at Reel 6842, Frame 0307; and

WHEREAS, Collateral Agent wishes to terminate and cancel the Trademark Security Agreement and release and reassign its security interest in the Trademark Collateral to Pledgor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Trademark Security Agreement:

1. Collateral Agent hereby, on behalf of itself and the Secured Parties, irrevocably terminates and cancels the Trademark Security Agreement and releases its security interest in and to all of Pledgor’s right, title and interest in, to and under all the following, in each case excluding Excluded Property (collectively the “Trademark Collateral”):

(a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for United States Trademark registration in each case registered with USPTO, listed on Schedule 1 attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all right, title and interest that Collateral Agent or any Secured Party may have in, to and under the Trademark Collateral.

3. Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Release and Reassignment and hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GOLUB CAPITAL MARKETS LLC, as
Collateral Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations:

OWNER	Title	Registration Number	Registration Date
Cambridge Biomedical Inc.	CAMBRIDGE BIOMEDICAL	3,812,894	7/6/2010
Cambridge Biomedical Inc.	CUSTOM SOLUTIONS FOR LIFE SCIENCE COMPANIES	3,759,558	3/9/2010
Cambridge Biomedical Inc.	CAMBRIDGE BIOMEDICAL	3,590,164	3/17/2009
Cambridge Biomedical Inc.	CAMBRIDGE BIOMEDICAL	2,679,212	1/21/2003
Cambridge Biomedical Inc.	SCIENCE AND SERVICE	2,706,608	4/15/2003