

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioAgilytix Labs, LLC		12/21/2021	Limited Liability Company: DELAWARE
Cambridge Biomedical Inc.		12/21/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5296005	BIOAGILYTIX	
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	
Registration Number:	3614725	SCIENCE AND SERVICE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-21167)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$190.00 5296005

ATTORNEY DOCKET NUMBER:	074658-21167
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/21/2021

Total Attachments: 6

source=Trademark Security Agreement (BioAg) Final Draft#page1.tif

source=Trademark Security Agreement (BioAg) Final Draft#page2.tif

source=Trademark Security Agreement (BioAg) Final Draft#page3.tif

source=Trademark Security Agreement (BioAg) Final Draft#page4.tif

source=Trademark Security Agreement (BioAg) Final Draft#page5.tif

source=Trademark Security Agreement (BioAg) Final Draft#page6.tif

Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 21, 2021, (this “**Agreement**”), among BioAgilytix Labs, LLC and Cambridge Biomedical Inc. (each a “**Grantor**”) and PNC Bank, National Association, as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, CCBlue Intermediate, Inc., a Delaware corporation (“**Holdings**”), CCBlue Bidco, Inc., a Delaware corporation (the “**Borrower**”), the Lenders and the Issuing Lenders from time to time party thereto, PNC Bank, National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Credit Agreement dated as of December 21, 2021 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders and the Issuing Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of December 21, 2021, among Holdings, the Borrower, the other Subsidiary Parties named therein and the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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 Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future during the term of the Credit Agreement may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, domain names, mask works, all registrations and recordings thereof, and all registration and recording applications filed in connection with any of the foregoing, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction or any political subdivision thereof, and all extensions or renewals of any of the foregoing, including those listed on Schedule I, and licenses to which such Grantor is a party for any of the foregoing (each such license, a “**License**”), and

(b) all goodwill of the business connected with the use of or symbolized by any of the foregoing, together with

(c) any and all (i) rights corresponding to any of the foregoing throughout the world, (ii) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations of any of the foregoing, (iii) substitutions, renewals and extensions of any of the foregoing, and (iv) all products and proceeds of the foregoing, including in connection with any License.

For the avoidance of doubt, the Trademark Collateral does not include any “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051(d), or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051(c), with respect to such intent-to-use application, solely to the extent that, and solely during the period 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. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

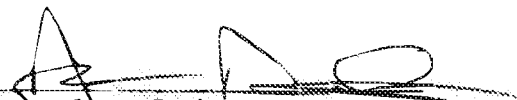
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

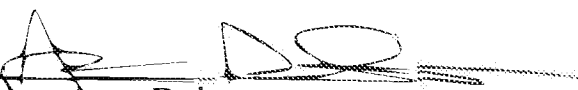
[Remainder of this page intentionally left blank]

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

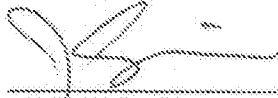
BioAgilytix Labs, LLC, as Grantor

By: 
Name: James Datin
Title: Chief Executive Officer,
President and Treasurer

Cambridge Biomedical Inc., as Grantor

By: 
Name: James Datin
Title: President and Chief Executive
Officer

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: J Patrick Simpson
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]