# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM698401 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY AGREEMENT (TRADEMARKS)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HEMATERRA TECHNOLOGIES, LLC		12/28/2021	Limited Liability Company: FLORIDA

### **RECEIVING PARTY DATA**

Name:	SARATOGA INVESTMENT CORP. SBIC LP, as Administrative Agent
Street Address:	535 Madison Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: NEW YORK

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	6206905	INVITA HEALTHCARE TECHNOLOGIES
Registration Number:	6206900	INVITA
Serial Number:	88600069	INVITA HEALTH

#### CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000

Email: PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036806.000061
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	12/29/2021

### **Total Attachments: 4**

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#### **SECURITY AGREEMENT**

#### (TRADEMARKS)

December 28, 2021

WHEREAS, HEMATERRA TECHNOLOGIES, LLC, a Florida limited liability company (herein referred to as "<u>Grantor</u>"), has adopted, has used and is using the trademarks listed on the annexed <u>Schedule 1</u> annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, Grantor is obligated to SARATOGA INVESTMENT CORP. SBIC LP, as administrative agent (referred to herein as the "<u>Grantee</u>") and the other Secured Parties as defined in the Pledge and Security Agreement dated as of April 15, 2019 (as amended, amended and restated, supplemented, modified or otherwise changed from time to time, the "<u>Security Agreement</u>") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

Grantee's address is 535 Madison Avenue, 4th Floor, New York, NY 10022.

This Security Agreement (Trademarks) shall be construed in accordance with and governed by the Laws of the State of New York without regard to any conflicts of laws principles thereof that would call for the application of the Laws of any other jurisdiction.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

HEMATERRA TECHNOLOGIES, LLC

By:

Name: Daniel J. Haynes

Title: Vice President and Treasurer

SARATOGA – HEMATERRA TRADEMARK SECURITY AGREEMENT

# Acknowledged, accepted and agreed:

# SARATOGA INVESTMENT CORP. SBIC LP, as Administrative Agent, as Grantee

By: Saratoga Investment Corp. GP, LLC,

as its General Partner

By: Saratoga Investment Corp.,

as the Sole Member and Manager of the General Partner

Name: Michael J. Grisius

Title: Chief Investment Officer

# SCHEDULE 1 TO SECURITY AGREEMENT

# HemaTerra Technologies, LLC (Florida Limited Liability Company)

## **U.S.** Trademarks

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
INVITA HEALTHCARE TECHNOLOGIES	6206905	11/24/2020
INVITA	6206900	11/24/2020

## **Trademark Application**

Mark	Appl. No.	Filing Date
INVITA HEALTH	88600069	08/30/2019

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**RECORDED: 12/29/2021**