

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699174

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACE ANALYTICAL SERVICES, LLC		12/30/2021	Limited Liability Company: MINNESOTA
PACE ANALYTICAL LIFE SCIENCES, LLC		12/30/2021	Limited Liability Company: MINNESOTA
EMERSON RESOURCES, INC.		12/30/2021	Corporation: PENNSYLVANIA
SPECIAL PATHOGENS LABORATORY, LLC		12/30/2021	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent
Street Address:	150 S Wacker Drive, Ste 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1517650	PACE
Registration Number:	1914014	THE RIGHT CHEMISTRY, THE RIGHT SOLUTION
Registration Number:	2370194	PACE ANALYTICAL
Registration Number:	2760444	LABOPS DIVISION
Registration Number:	3479264	PACE ANALYTICAL LIFE SCIENCES
Registration Number:	3896398	PLASACRYL
Registration Number:	3867390	WHAT'S IN YOUR WATER?
Registration Number:	3299333	PACEPORT
Registration Number:	4299571	WATERBORNE
Registration Number:	4672638	PACE ANALYTICAL ENERGY SERVICES
Registration Number:	4635901	
Registration Number:	4956937	3RD PARTY TESTED BY PACE ANALYTICAL
Registration Number:	4970594	TLC
Registration Number:	4919890	TOTAL LEGIONELLA CONTROL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5055875	ZEROUTBREAK
Registration Number:	5161990	END LEGIONNAIRES' DISEASE SPECIAL PATHOG
Registration Number:	5071970	SPECIAL PATHOGENS LABORATORY
Registration Number:	5389150	PACE YOURSELF LEARNING
Registration Number:	5573134	WOLFE LABORATORIES
Registration Number:	5997680	IT'S NOT THE PLAN, IT'S THE PARTNERSHIP
Registration Number:	5968743	PFAST
Registration Number:	5902911	TEST TO PROTECT
Registration Number:	6028897	PACE NATIONAL
Registration Number:	5909463	PACE ANALYTICAL NATIONAL CENTER FOR TEST
Registration Number:	2576867	MOLDETECT
Registration Number:	5660189	MOLDETECT
Registration Number:	4923419	AEROMETRIC 797

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1560429 TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	01/03/2022

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 30, 2021, is made by Pace Analytical Services, LLC, Emerson Resources, Inc., Special Pathogens Laboratory, LLC, and Pace Analytical Life Sciences, LLC (collectively, the “**Grantors**”, and each individually a “**Grantor**”) in favor of GOLUB CAPITAL MARKETS LLC, as the Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors did and hereby do grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ rights, titles and interests in, to and under the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act 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.

Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this

Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

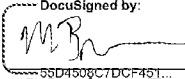
Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

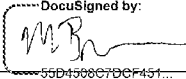
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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

PACE ANALYTICAL SERVICES, LLC
PACE ANALYTICAL LIFE SCIENCES, LLC

By: 
Name: Matthew Bremer
Title: Treasurer and Chief Financial Officer

EMERSON RESOURCES, INC.
SPECIAL PATHOGENS LABORATORY, LLC

By: 
Name: Matthew Bremer
Title: Treasurer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007547 FRAME: 0713

SCHEDULE A

Registered :

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Owner</u>	<u>Status</u>
PACE	USA	73726142	5/2/1988	1517650	12/20/1988	42	Pace Analytical Services, LLC	Registered
THE RIGHT CHEMISTRY, THE RIGHT SOLUTION	USA	74577274	9/22/1994	1914014	8/22/1995	42	Pace Analytical Services, LLC	Registered
PACE ANALYTICAL	USA	75596126	11/19/1998	2370194	7/25/2000	35 42	Pace Analytical Services, LLC	Registered
LABOPS DIVISION	USA	76243630	4/19/2001	2760444	9/2/2003	35 37	Pace Analytical Services, LLC	Registered
PACE ANALYTICAL LIFE SCIENCES	USA	77231935	7/17/2007	3479264	8/5/2008	42	Pace Analytical Services, LLC	Registered
PLASACRYL & Design PlasACRYL	USA	77949169	3/3/2010	3896398	12/28/2010	1	Emerson Resources, Inc.	Registered
WHAT'S IN YOUR WATER?	USA	77966054	3/23/2010	3867390	10/26/2010	42	Special Pathogens Laboratory, LLC	Registered
PACEPORT	USA	78718208	9/22/2005	3299333	9/25/2007	38	Pace Analytical Services, LLC	Registered
WATERBORNE	USA	85696332	8/6/2012	4299571	3/5/2013	9	Special Pathogens Laboratory, LLC	Registered
PACE ANALYTICAL ENERGY SERVICES	USA	86054392	9/3/2013	4672638	1/13/2015	42	Pace Analytical Services, LLC	Registered

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Owner</u>	<u>Status</u>
Design Only 	USA	86154146	12/30/2013	4635901	11/11/2014	9 40 42 44	Special Pathogens Laboratory, LLC	Registered
3RD PARTY TESTED BY PACE ANALYTICAL & Design 	USA	86511618	1/22/2015	4956937	5/10/2016	A	Pace Analytical Services, LLC	Registered
TLC	USA	86718104	8/7/2015	4970594	5/31/2016	41 42 44	Special Pathogens Laboratory, LLC	Registered
TOTAL LEGIONELLA CONTROL	USA	86718108	8/7/2015	4919890	3/15/2016	41 42 44	Special Pathogens Laboratory, LLC	Registered
ZEROUTBREAK	USA	86718110	8/7/2015	5055875	10/4/2016	42 44	Special Pathogens Laboratory, LLC	Registered
END LEGIONNAIRES' DISEASE SPECIAL PATHOGENS LABORATORY LD & Design 	USA	86718114	8/7/2015	5161990	3/14/2017	42 44	Special Pathogens Laboratory, LLC	Registered
SPECIAL PATHOGENS LABORATORY	USA	86912425	2/18/2016	5071970	11/1/2016	40 41 42 44	Special Pathogens Laboratory, LLC	Registered
PACE YOURSELF LEARNING	USA	87043805	5/19/2016	5389150	1/30/2018	41	Pace Analytical Services, LLC	Registered

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WOLFE LABORATORIES	USA	87564387	8/10/2017	5573134	10/2/2018	42	Pace Analytical Life Sciences, LLC	Registered
IT'S NOT THE PLAN, IT'S THE PARTNERSHIP	USA	87909104	5/5/2018	5997680	2/25/2020	40	Special Pathogens Laboratory, LLC	Registered
PFAST	USA	88210886	11/29/2018	5968743	1/21/2020	42	Pace Analytical Services, LLC	Registered
TEST TO PROTECT	USA	88410159	4/30/2019	5902911	11/5/2019	35 41	Special Pathogens Laboratory, LLC	Registered
PACE NATIONAL	USA	88618745	9/16/2019	6028897	4/7/2020	42	Pace Analytical Services, LLC	Registered
PACE ANALYTICAL NATIONAL CENTER FOR TESTING & INNOVATION	USA	88048607	7/23/2018	5909463	11/12/2019	42	Pace Analytical Services, LLC	Registered
MOLDETECT	USA	76193516	1/12/2001	2576867	6/4/2002	16	PACE ANALYTICAL SERVICES, LLC (f/k/a Aerobiology Laboratory Associates, Inc.)	Registered
MOLDETECT	USA	87931809	5/22/2018	5660189	1/22/2019	16	PACE ANALYTICAL SERVICES, LLC (f/k/a Aerobiology Laboratory Associates, Inc.)	Registered

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AEROMETRIC 797	USA	86290709	5/23/2014	4923419	3/22/2016	9	PACE ANALYTICAL SERVICES, LLC (f/k/a Aerobiology Laboratory Associates, Inc.)	Registered