

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highres BioSolutions		12/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Santander Bank, N.A.		
Street Address:	625 Ridge Pike, Building E, Floor 2, Suite 207		
Internal Address:	Attn: David L. Cohen		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5586708	HIGHRES BIOSOLUTIONS	
Registration Number:	5612347	HIGHRES BIOSOLUTIONS	
Registration Number:	5596183	HIGHRES	
Registration Number:	6024407	HIGHRES BIO	
Registration Number:	5728436	PRIME	
Registration Number:	5650031	SOLUTION	
Registration Number:	6341968	COLAB	
Serial Number:	88758703	COLAB FLEX	
Serial Number:	97117626	CELLARIO	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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:	215-241-7996		
Email:	cnye@reedsmith.com		
Correspondent Name:	Matthew E. Tashman, Reed Smith LLP		
Address Line 1:	1717 Arch Street, Three Logan Square		
Address Line 2:	Suite 3100		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$240.00 5586708

NAME OF SUBMITTER:	Matthew E. Tashman
SIGNATURE:	/Matthew E. Tashman/
DATE SIGNED:	01/04/2022
Total Attachments: 6 source=HighRes - Collateral Assignment of Trademarks 12232021#page1.tif source=HighRes - Collateral Assignment of Trademarks 12232021#page2.tif source=HighRes - Collateral Assignment of Trademarks 12232021#page3.tif source=HighRes - Collateral Assignment of Trademarks 12232021#page4.tif source=HighRes - Collateral Assignment of Trademarks 12232021#page5.tif source=HighRes - Collateral Assignment of Trademarks 12232021#page6.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 23, 2021 (“Agreement”), between Highres BioSolutions, a Delaware corporation (together with its successors and assigns, the “Assignor”), and Santander Bank, N.A., as lender (together with its successors and assigns in such capacity, the “Lender”):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Assignor and the Lender.

(2) In connection with the Credit Agreement, the Assignor is a party to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Lender, pursuant to which the Assignor has granted to the Lender, a continuing security interest in, assignment of and lien on substantially all of its personal property assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Lender as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Lender, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Lender shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Lender primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.


Section 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without application of the rules regarding conflicts of laws.

Section 5. Miscellaneous. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and

delivered shall be an original, but all of which shall together constitute one and the same agreement. A set of counterparts executed by all the parties hereto shall be lodged with the Assignor and the Lender.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HIGHRES BIOSOLUTIONS, INC.

By: 
Name: Alexander Grindley, CFO
Title:

Accepted and acknowledged by:

SANTANDER BANK, N.A., as
Lender

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HIGHRES BIOSOLUTIONS, INC.

By: _____
Name:
Title:

Accepted and acknowledged by:

SANTANDER BANK, N.A., as
Lender

By: Robert McManus
Name: Robert McManus
Title: Senior Vice President

Schedule A

US Trademark Applications and Registrations

AppNumber	RegNumber	TrademarkName
87/067,486	5,586,708	HIGHRES BIOSOLUTIONS
87/067,537	5,612,347	HIGHRES BIOSOLUTIONS Logo
87/067,453	5,596,183	HIGHRES
87/071,429	6,024,407	HIGHRES BIO
87/353,324	5,728,436	PRIME
87/417,396	5,650,031	SOLUTION
87/947,967	6,341,968	COLAB
88/758,703		COLAB FLEX
97/117,626		CELLARIO