

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711046

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Covaris, LLC		01/21/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6054419	AFA-TUBE	
<b>Registration Number:</b>	5928360	TRUPOP	
<b>Registration Number:</b>	5867180	AFA-REVOLUTION	
<b>Registration Number:</b>	5863212	TRUSHEAR	
<b>Registration Number:</b>	5627628	BIOLOGY AT THE SPEED OF SOUND	
<b>Registration Number:</b>	4810888	AFA	
<b>Registration Number:</b>	5365424	AFA-ENERGETICS	
<b>Registration Number:</b>	5163010	AFA-NANOPARTICLE	
<b>Registration Number:</b>	5002368	TRUCOLLECT	
<b>Registration Number:</b>	5002347	TRUCOLLECT-NGS	
<b>Registration Number:</b>	4997298	TRUXTRAC	
<b>Registration Number:</b>	4361868	TRUCHIP	
<b>Registration Number:</b>	3727442	CRYOPREP	
<b>Registration Number:</b>	3573433	ADAPTIVE FOCUSED ACOUSTICS	
<b>Registration Number:</b>	3587702	COVARIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 6054419

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	11668.560
--------------------------------	-----------

<b>NAME OF SUBMITTER:</b>	Christine Slattery
---------------------------	--------------------

<b>SIGNATURE:</b>	/Christine Slattery/
-------------------	----------------------

<b>DATE SIGNED:</b>	02/28/2022
---------------------	------------

**Total Attachments: 6**

source=02a. Project Cobalt - Trademark Security Agreement (Execution Version)#page1.tif  
source=02a. Project Cobalt - Trademark Security Agreement (Execution Version)#page2.tif  
source=02a. Project Cobalt - Trademark Security Agreement (Execution Version)#page3.tif  
source=02a. Project Cobalt - Trademark Security Agreement (Execution Version)#page4.tif  
source=02a. Project Cobalt - Trademark Security Agreement (Execution Version)#page5.tif  
source=02a. Project Cobalt - Trademark Security Agreement (Execution Version)#page6.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Ares Capital Corporation, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of January 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to 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 may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

**SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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.

**SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

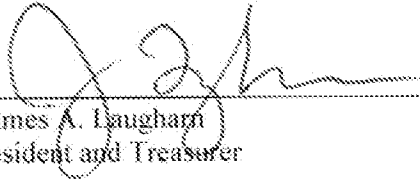
**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**COVARIS, LLC**, as a GRANTOR

By:   
Name: James A. Laugharn  
Title: President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007645 FRAME: 0230**

**ACCEPTED AND ACKNOWLEDGED BY:**

**ARES CAPITAL CORPORATION**, as  
Administrative Agent

By: \_\_\_\_\_  \_\_\_\_\_

Name: Scott Lem

Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Jurisdiction</b>	<b>WG Number</b>	<b>US Serial Number</b>	<b>Registration Number</b>	<b>Trademark Title</b>	<b>Date Issued/Reg Date</b>	<b>Issued/Pending</b>	<b>Owner</b>
United States	C1279.2 0033US00	88327798	6054419	AFA-TUBE	5/12/2020	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0030US00	88193905	5928360	TRUPOP	12/3/2019	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0029US00	88327729	5867180	AFA- REVOLUTION	9/24/2019	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0034US00	88362834	5863212	TRUSHEAR	9/17/2019	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0017US00	87900339	5627628	BIOLOGY AT THE SPEED OF SOUND	12/11/2018	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0007US00	86181036	4810888	AFA	9/15/2015	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0012US00	86718000	5365424	AFA- ENERGETICS	12/26/2017	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0011US00	86717969	5163010	AFA- NANOPARTIC LE	3/14/2017	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0015US00	86826218	5002368	TRUCOLLECT	7/19/2016	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0014US00	86823110	5002347	TRUCOLLECT- NGS	7/19/2016	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0013US00	86823052	4997298	TRUXTRAC	7/12/2016	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0006US00	85395438	4361868	TRUCHIP	7/2/2013	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0004US00	77625252	3727442	CRYOPREP	12/22/2009	Issued	Covaris, LLC (f/k/a Covaris, Inc.)

United States	C1279.2 0003US0 0	77255613	3573433	ADAPTIVE FOCUSED ACOUSTICS	2/10/2009	Issued	Covaris, LLC (f/k/a Covaris, Inc.)
United States	C1279.2 0002US0 0	77084925	3587702	COVARIS	3/10/2009	Issued	Covaris, LLC (f/k/a Covaris, Inc.)