

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758968

| | | | |
|---|---|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Panacea Technologies LLC | FORMERLY Panacea Technologies, Inc. | 09/30/2022 | Corporation: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent | | |
| Street Address: | 1450 Brickell Avenue, 31 st Floor | | |
| City: | Miami | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33131 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90840649 | OPENBIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3129932617 | | |
| Email: | atoosa.nowrouzi@lw.com | | |
| Correspondent Name: | Atoosa Nowrouzi | | |
| Address Line 1: | C/o Latham & Watkins 330 N Wabash Avenue | | |
| Address Line 2: | Suite 2800 | | |
| Address Line 4: | Chicago, ILLINOIS 60611 | | |
| ATTORNEY DOCKET NUMBER: | 053437-0064 | | |
| NAME OF SUBMITTER: | Atoosa Nowrouzi | | |
| SIGNATURE: | /an/ | | |
| DATE SIGNED: | 10/03/2022 | | |
| Total Attachments: 6 | | | |
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of September 30, 2022 (this "Agreement"), by and among Xyntek, LLC, a Pennsylvania limited liability company ("Xyntek"), Panacea Technologies LLC, a Pennsylvania limited liability company ("Panacea"), Crest Solutions Limited, an Irish private limited company ("Crest," and together with Xyntek and Panacea, the "Grantors") and WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent.

WHEREAS, CXV Atlas Bidco, Inc., a Delaware corporation (the "U.S. Borrower"), CXV Atlas Ireland Bidco, Limited, an Irish private limited company (the "Irish Borrower" and together with the U.S. Borrower, collectively, the "Borrowers"), CXV Atlas Intermediate, LLC, a Delaware limited liability company ("Intermediate Holdings"), CXV Atlas Upper Intermediate, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent and Collateral Agent, and the other parties from time to time party thereto have entered into the Credit Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Borrowers 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, the Grantors executed that Security Agreement, dated as of September 30, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, Holdings, the other Subsidiary Parties party thereto and WHITEHORSE CAPITAL MANAGEMENT, LLC, as Collateral Agent (together with its successors and assigns, the "Collateral Agent"), pursuant to which the Grantors are 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, the Grantors hereby make, covenant and agree 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, the Grantors, pursuant to the Security Agreement, hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, 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 the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(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 and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or

future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the USPTO. 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. The Grantors hereby acknowledge and affirm 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. The Grantors hereby authorize and request that the USPTO record this Agreement.

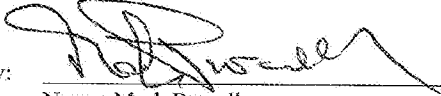
SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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; signature pages follow]

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

XYNTEK, LLC,
as the Grantor

By: 
Name: Mark Purcell
Title: President and Chief Operating Officer

PANACEA TECHNOLOGIES LLC,
as the Grantor

By: 
Name: Mark Purcell
Title: President and Chief Operating Officer

CREST SOLUTIONS LIMITED,
as the Grantor

By: _____
Name: Frank Madden
Title: Secretary

[Signature Page to Trademark Security Agreement]

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

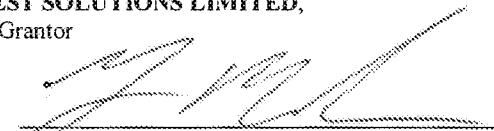
XYNTEK, LLC,
as a Grantor

By: _____
Name: Mark Purcell
Title: President and Chief Operating
Officer

PANACEA TECHNOLOGIES LLC,
as a Grantor

By: _____
Name: Mark Purcell
Title: President and Chief Operating
Officer

CREST SOLUTIONS LIMITED,
as a Grantor

By:  _____
Name: Frank Madden
Title: Director

[Signature Page to Trademark Security Agreement]

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By:



Name: Richard Siegel

Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

| Mark | Country | Record Owner | Reg. No. / App. No. |
|-------------------------------|---------|--------------------------|--|
| KEEP CALM AND SERIALIZE ON | USA | Xyntek, LLC | RN: 5107414 SN: 86587049 |
| XYNEXUS | USA | Xyntek, LLC | RN: 4008593 SN: 85111103 |
| XYNTEK | USA | Xyntek, LLC | RN: 5107413 SN: 86587044 |
| XYNTEK | USA | Xyntek, LLC | RN: 5324478 SN: 86857453 |
| XYNTEK | USA | Xyntek, LLC | RN: 2245938 ¹ SN: 75445970 |
| CXV Global SmartFactory | USA | Crest Solutions Limited | SN: 97141961 |
| OPENBIO | USA | Panacea Technologies LLC | SN: 90840649 |

¹ This trademark is currently in the name of Xyntex, Inc. due to a filing error. On July 11, 2022, a Section 7 corrective filing was made to change the registered owner to Xyntek, LLC.