

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770935

<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>
Premier Biotech, LLC		11/30/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA, As Administrative Agent		
<b>Street Address:</b>	120 LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	STATE BANK: ILLINOIS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90501345	DIRECT BIOTECH	
<b>Registration Number:</b>	6287753	BIO-CLICK	
<b>Serial Number:</b>	88786897	O-SWAB	
<b>Registration Number:</b>	6284567	OT-SCAN	
<b>Serial Number:</b>	88272717	U-SPLIT	
<b>Registration Number:</b>	6237135	PIK	
<b>Registration Number:</b>	6087497	BIO-CUP	
<b>Registration Number:</b>	6033818	BIO-DIP	
<b>Registration Number:</b>	5735272	U-SCAN	
<b>Registration Number:</b>	4942940	U-TOX	
<b>Registration Number:</b>	4085346	PREMIER BIOTECH	
<b>Registration Number:</b>	4100223	ORAL DETECT	
<b>Registration Number:</b>	4393988	ORALTOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Email:</b>	phack@vedderprice.com		
<b>Correspondent Name:</b>	Patricia Hack		

CH \$340.00 90501345

**Address Line 1:** 222 N. LaSalle Street, Suite 2400  
**Address Line 2:** Vedder Price P.C.  
**Address Line 4:** Chicago, ILLINOIS 60601

**NAME OF SUBMITTER:** Patricia Hack

**SIGNATURE:** /Patricia Hack/

**DATE SIGNED:** 11/30/2022

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of November, 2022, by Premier Biotech, LLC, a Delaware limited liability company ("Grantor"), in favor of CIBC BANK USA, in its capacity as administrative agent for itself and the Lenders (as defined in the Credit Agreement (defined below)) and (to the extent provided in the Guaranty and Collateral Agreement (defined below)), their Affiliates ("Agent"):

### **W I T N E S S E T H:**

WHEREAS, Grantor, the other Loan Parties thereto, Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, by Lenders;

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which Grantor granted to Agent, for its benefit and the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark (including, without limitation, Grantor's registered and pending United States Trademarks listed on Schedule A annexed hereto), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full. Upon Payment in Full of the Secured Obligations, the security interests created by this Agreement shall automatically terminate and Agent (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be reasonably necessary to evidence termination of all such security interests given by Grantor to Agent hereunder.

4. Counterparts. This 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

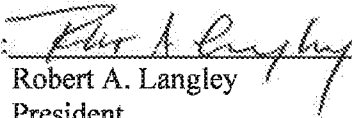
*[Signature Pages Follow]*

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

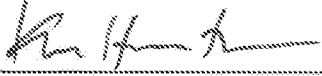
**PREMIER BIOTECH, LLC**, a Delaware  
limited liability company

By:   
Robert A. Langley  
President

*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted as of the Date First  
Written Above

CIBC BANK USA, as Agent

By:   
.....  
Kevin Harrington  
Managing Director

**SCHEDULE A****TRADEMARK REGISTRATIONS**

<b>Ref.</b>	<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
1.	Premier Biotech, LLC	DIRECT BIOTECH	90501345	Pending	2/1/2021	Pending
2.	Premier Biotech, LLC	BIO-CLICK	90075750	6287753	7/27/2020	3/9/2021
3.	Premier Biotech, LLC	O-Swab	88786897	Pending	2/6/2020	Pending
4.	Premier Biotech, LLC	OT-SCAN	88783982	6284567	2/4/2020	3/2/2021
5.	Premier Biotech, LLC	U-SPLIT	88272717	Pending	1/23/2019	Pending
6.	Premier Biotech, LLC	PIK	88893312	6237135	4/29/2020	1/5/2021
7.	Premier Biotech, LLC	BIO-CUP	88786908	6087497	2/6/2020	6/23/2020
8.	Premier Biotech, LLC	BIO-DIP	88654317	6033818	10/15/2019	4/14/2020
9.	Premier Biotech, LLC	U-Scan	87917234	5735272	5/11/2018	4/23/2019
10.	Premier Biotech, LLC	U-TOX	86668406	4942940	6/19/2015	4/19/2016

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11.	Premier Biotech, LLC	PREMIER BIOTECH	85179692	4085346	11/18/2010	1/10/2012
12.	Premier Biotech, LLC	ORAL DETECT	85281059	4100223	3/30/2011	2/14/2012
13.	Premier Biotech, LLC	ORALTOX	85759600	4393988	10/22/2012	8/27/2013