

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magellan Diagnostics, Inc.		01/31/2023	Corporation: DELAWARE
Meridian Bioscience, Inc.		01/31/2023	Corporation: OHIO
Bioline Reagents Limited		01/31/2023	Private Limited Company: UNITED KINGDOM
Meridian Life Science, Inc.		01/31/2023	Corporation: MAINE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	201 East 5th Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Serial Number:	87185213	KNOW BEFORE THEY GO
Serial Number:	74643355	LEADCARE
Serial Number:	86502966	LEADCARE PLUS
Serial Number:	86125939	LEADCARE ULTRA
Serial Number:	86502976	LEADCAREPLUS
Serial Number:	86503002	PEDIASTAT
Serial Number:	86502983	PEDIASTAT
Serial Number:	86502995	PEDIASTAT
Serial Number:	76504417	ECOSTAIN
Serial Number:	73635940	ADENOCLONE
Serial Number:	87621403	ALETHIA
Serial Number:	85568098	BACTQUAL
Serial Number:	77710392	BREATHTEK
Serial Number:	74446013	CALAS
Serial Number:	73420756	CON-TRATE
Serial Number:	87547338	CURIAN

TRADEMARK

REEL: 007957 FRAME: 0839

900747438

CH \$1515.00 87185213

Property Type	Number	Word Mark
Serial Number:	76413424	DIRECT DETECT
Serial Number:	74539372	ECOFIX
Serial Number:	74446011	ENDO-STAPH
Serial Number:	97288172	EUPROTEIN
Serial Number:	76424395	FEKAL
Serial Number:	76413423	FROM COLLECTION THROUGH DETECTION
Serial Number:	85645608	GENEPOC
Serial Number:	75260790	HPSA
Serial Number:	75282139	IMMUNOCARD
Serial Number:	75276715	IMMUNOCARD STAT!
Serial Number:	78917100	INSPIRED SCIENCE. TRUSTED SOLUTIONS.
Serial Number:	87905886	LIFE DISCOVERED. LIFE DIAGNOSED.
Serial Number:	74446007	MACRO-CON
Serial Number:	87905877	MERIDIAN BIOSCIENCE
Serial Number:	87905862	MERIDIAN BIOSCIENCE
Serial Number:	76171390	MERIDIAN BIOSCIENCE
Serial Number:	78603205	MERIDIAN LIFE SCIENCE
Serial Number:	74446014	MERIFLUOR
Serial Number:	90204930	MONOSPOT
Serial Number:	74446009	PARA-PAK
Serial Number:	85568093	PARA-PANEL
Serial Number:	85568100	PARAQUAL
Serial Number:	88118093	PIE
Serial Number:	85390631	PREMIER
Serial Number:	75692761	PREMIER PLATINUM HPSA
Serial Number:	87514391	REVOGENE
Serial Number:	73597169	ROTACLONE
Serial Number:	77508969	TRU BLOCK
Serial Number:	75547809	SPINCON
Serial Number:	87591321	TRU BLOCK ULTRA
Serial Number:	77071919	TRU EBV-G
Serial Number:	77071929	TRU EBV-M
Serial Number:	85551923	TRU LEGIONELLA
Serial Number:	78901518	TRU RSV
Serial Number:	76413814	YOUR PARASITOLOGY EXPERTS FROM COLLECTIO
Serial Number:	77107203	
Serial Number:	85136330	INNOVATIVE SOLUTIONS. TRUSTED PARTNER.
Serial Number:	77166366	INNOVATIVE SOLUTIONS. TRUSTED PARTNER.

Property Type	Number	Word Mark
Serial Number:	78594476	RSVP
Serial Number:	76355415	BIOLASE
Serial Number:	78357711	BIOLINE
Serial Number:	76355416	BIO-X-ACT
Serial Number:	76355418	HYPERLADDER
Serial Number:	76355419	IMMOLASE

CORRESPONDENCE DATA

Fax Number: 2164798780

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: 216-479-8500

Email: ip-squiretm@squirepb.com

Correspondent Name: Zachary Hofstetter

Address Line 1: Squire Patton Boggs (US) LLP

Address Line 2: 1000 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 026116.00099

NAME OF SUBMITTER: Zachary Hofstetter

SIGNATURE: /Zachary Hofstetter/

DATE SIGNED: 02/01/2023

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), among Magellan Diagnostics, Inc., a Delaware corporation (“Magellan”), Meridian Bioscience, Inc., an Ohio corporation (“Meridian”), Bioline Reagents Limited, a private limited company incorporated in England and Wales with registered number 04838884 (“Bioline Reagents”), and Meridian Life Science, Inc., a Maine corporation (“MLS” and together with Magellan, Meridian, and Bioline Reagents, collectively, the “Grantors”) and PNC Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) that certain Revolving Credit Facility Credit Agreement (as it may hereafter from time to time be amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), dated as of January 31, 2023, by and among Madeira Acquisition Corp., an Ohio corporation (and, upon and after the consummation of the Merger, Meridian Bioscience, Inc., an Ohio corporation) (the “Borrower”), Columbus Holding Company, a Delaware corporation, as Holdings, the Lenders party thereto from time to time, the Administrative Agent, and the other parties from time to time party thereto, and (b) that certain Security Agreement, dated as of January 31, 2023, by and among the Debtors party thereto (including the Grantors) and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantor Parties have guaranteed the Obligations pursuant to the Guarantee Agreement or Sponsor Guarantee, as the case may be, and the Debtors have secured the Obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and permitted assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”; provided, that, Trademark Collateral shall not include any Excluded Property):

(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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, registrations and registration applications in the United States Patent and Trademark Office (described on Schedule I) and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”):

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto;

- (c) all rights and privileges arising under applicable Law with respect thereto;
- (d) the right to sue or otherwise recover with respect thereto for any past, present and future infringement, misappropriation or other violation;
- (e) all goodwill associated therewith or symbolized by any of the foregoing;
- (f) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringement, misappropriation or other violation thereof; and
- (g) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement.

4. Security Agreement. The security interests in the Trademark Collateral granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. The consent to jurisdiction provisions set forth in Section 20 of the Security Agreement shall be incorporated herein, *mutatis mutandis*.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart to this Agreement by facsimile transmission (or other electronic transmission pursuant to procedures approved by the Administrative Agent) shall be as effective as delivery of a manually signed original. The words "delivery," "execute," "execution" "signed," "signature," and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved in writing (which may be by electronic mail) by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that, notwithstanding anything contained herein to the contrary Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, upon the request of Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterparty.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

7. Termination; Release. This Agreement shall continue in effect until (i) each of the Credit Agreement and the Security Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been Paid in Full. If any of the Trademark Collateral shall be sold, transferred or otherwise

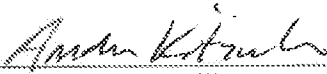
disposed of by a Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Grantors, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral. A Grantor shall be automatically released from its obligations hereunder in the event that all the equity interests of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement.

8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Closing Date Pari Passu Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Pari Passu Intercreditor Agreement and this Agreement governing the priority of the security interests granted to the Administrative Agent or the exercise of any right or remedy, the terms of the Closing Date Pari Passu Intercreditor Agreement shall govern and control.

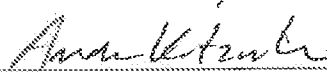
[Signature page follows]

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

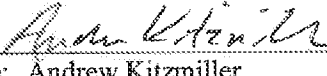
MAGELLAN DIAGNOSTICS, INC.

By: 
Name: Andrew Kitzmiller
Title: Executive Vice President and Chief Financial Officer

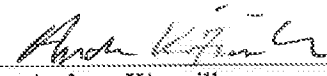
MERIDIAN BIOSCIENCE, INC.

By: 
Name: Andrew Kitzmiller
Title: Executive Vice President and Chief Financial Officer

MERIDIAN LIFE SCIENCE, INC.

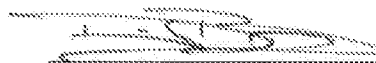
By: 
Name: Andrew Kitzmiller
Title: Executive Vice President and Chief Financial Officer

BIOLINE REAGENTS LIMITED

By: 
Name: Andrew Kitzmiller
Title: Director

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

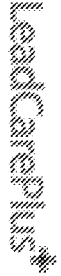
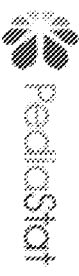





PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: David C. Beckett
Title: Senior Vice President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

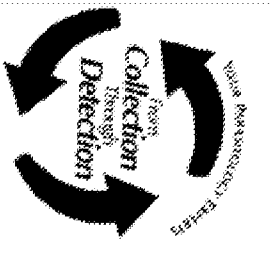
Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Bioline Reagents Limited	<u>HE1SEQ</u>	RN: 5243398 SN: 79191636	July 18, 2017
Bioline Reagents Limited	<u>MYTQAQ</u>	RN: 4054632 SN: 79090257	November 15, 2011
Bioline Reagents Limited	<u>SENSIFAST</u>	RN: 4110732 SN: 79095767	March 13, 2012
Bioline Reagents Limited	<u>SENSIMIX</u>	RN: 3225305 SN: 79021693	April 3, 2007
Bioline Reagents Limited	<u>TETRO</u>	RN: 4513178 SN: 79134413	April 15, 2014
Bioline Reagents Limited	<u>TRISURE</u>	RN: 3324989 SN: 79034345	October 30, 2007
Magellan Diagnostics, Inc.	<u>KNOW BEFORE THEY GO</u>	RN: 5617982 SN: 87185213	November 27, 2018
Magellan Diagnostics, Inc.	<u>LEADCARE</u>	RN: 1987705 SN: 74643355	July 16, 1996
Magellan Diagnostics, Inc.	<u>LEADCARE PLUS</u>	RN: 4956901 SN: 86502966	May 10, 2016
Magellan Diagnostics, Inc.	<u>LEADCARE ULTRA</u>	RN: 4567570 SN: 86125939	July 15, 2014



Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Magellan Diagnostics, Inc.	LEADCAREPLUS and Design 	RN: 4956902 SN: 86502976	May 10, 2016
Magellan Diagnostics, Inc.	PEDIASAT and Design 	RN: 5443616 SN: 86503002	April 10, 2018
Magellan Diagnostics, Inc.	PEDIASAT 	RN: 5443615 SN: 86502983	April 10, 2018
Magellan Diagnostics, Inc.	PEDIASAT and Design 	RN: 5590543 SN: 86502995	October 23, 2018
Meridian Bioscience, Inc.	ECOSTAIN 	RN: 2898763 SN: 76504417	November 2, 2004
Meridian Bioscience, Inc.	ADENOCLONE 	RN: 1457867 SN: 73635940	September 22, 1987
Meridian Bioscience, Inc.	ALETHIA 	RN: 5710741 SN: 87621403	March 26, 2019

Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Meridian Bioscience, Inc.	<u>BACTOQUAL</u>	RN: 4373278 SN: 85568098	September 9, 2019
Meridian Bioscience, Inc.	<u>BREATHTEK</u>	RN: 3739126 SN: 77710392	January 19, 2010
Meridian Bioscience, Inc.	<u>CALAS</u>	RN: 1858347 SN: 74446013	October 18, 1994
Meridian Bioscience, Inc.	<u>CON-TRATE (stylized)</u> CON-TRate	RN: 1300038 SN: 73420756	October 16, 1984
Meridian Bioscience, Inc.	<u>CURIAN</u>	RN: 6075336 SN: 87547338	June 9, 2020
Meridian Bioscience, Inc.	<u>DIRECT DETECT</u>	RN: 2693098 SN: 76413424	March 4, 2003
Meridian Bioscience, Inc.	<u>ECOFIX</u>	RN: 1965974 SN: 74539372	April 2, 1996
Meridian Bioscience, Inc.	<u>ENDO-STAPH</u>	RN: 1860639 SN: 74446011	November 1, 1994
Meridian Bioscience, Inc.	<u>EUPROTEIN</u>	SN: 97288172	February 28, 2022
Meridian Bioscience, Inc.	<u>FEKAL</u>	RN: 2773243 SN: 76424395	October 14, 2003
Meridian Bioscience, Inc.	<u>FROM COLLECTION THROUGH DETECTION</u>	RN: 2693097 SN: 76413423	March 4, 2003

Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Meridian Bioscience, Inc.	GENEPROC	RN: 5688411 SN: 85645608	March 5, 2019
Meridian Bioscience, Inc.	HPSA	RN: 2520406 SN: 75260790	December 18, 2001
Meridian Bioscience, Inc.	IMMUNOCARD	RN: 2195034 SN: 75282139	October 13, 1998
Meridian Bioscience, Inc.	IMMUNOCARD STAT1	RN: 2377860 SN: 75276715	August 15, 2000
Meridian Bioscience, Inc.	INSPIRED SCIENCE, TRUSTED SOLUTIONS.	RN: 3272263 SN: 78917100	July 31, 2007
Meridian Bioscience, Inc.	LIFE DISCOVERED, LIFE DIAGNOSED.	RN: 5898110 SN: 87905886	October 29, 2019
Meridian Bioscience, Inc.	MACRO-CON	RN: 1858346 SN: 74446007	October 18, 1994
Meridian Bioscience, Inc.	MERIDIAN BIOSCIENCE and Design	RN: 5898109 SN: 87905877	October 29, 2019
			
Meridian Bioscience, Inc.	MERIDIAN BIOSCIENCE	RN: 5915740 SN: 87905862	November 19, 2019
Meridian Bioscience, Inc.	MERIDIAN BIOSCIENCE	RN: 2599147 SN: 76171390	July 23, 2002
Meridian Bioscience, Inc.	MERIDIAN LIFE SCIENCE	RN: 3360477 SN: 78603205	December 25, 2007

Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Meridian Bioscience, Inc.	<u>MERHELLOK</u>	RN: 1857462 SN: 74446014	October 11, 1994
Meridian Bioscience, Inc.	<u>MONOSPOT</u>	RN: 6423984 SN: 90204930	July 20, 2021
Meridian Bioscience, Inc.	<u>PARA-PAK</u>	RN: 1856525 SN: 74446009	October 4, 1994
Meridian Bioscience, Inc.	<u>PARA-PANEL</u>	RN: 4373277 SN: 85568093	July 23, 2013
Meridian Bioscience, Inc.	<u>PARAQUAL</u>	RN: 4373279 SN: 85568100	July 23, 2013
Meridian Bioscience, Inc.	<u>PIE</u>	RN: 6411722 SN: 88118093	July 6, 2021
Meridian Bioscience, Inc.	<u>PREMIER</u>	RN: 4141706 SN: 85390631	May 15, 2012
Meridian Bioscience, Inc.	<u>PREMIER PLATINUM HPSA</u>	RN: 2533289 SN: 75692761	January 29, 2002
Meridian Bioscience, Inc.	<u>REVOGENE</u>	RN: 5784546 SN: 87514391	June 25, 2019
Meridian Bioscience, Inc.	<u>ROTACLONE</u>	RN: 1423500 SN: 73597169	January 6, 1987
Meridian Bioscience, Inc.	<u>TRU BLOCK</u>	RN: 3877361 SN: 77508969	November 16, 2010
Meridian Bioscience, Inc.	<u>SPINCON</u>	RN: 2313596 SN: 75547809	February 1, 2000

Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Meridian Bioscience, Inc.	TRU BLOCK ULTRA	RN: 5740608 SN: 87591321	April 30, 2019
Meridian Bioscience, Inc.	TRU EBV-G	RN: 3468630 SN: 77071919	July 15, 2008
Meridian Bioscience, Inc.	TRU EBV-M	RN: 3468631 SN: 77071929	July 15, 2008
Meridian Bioscience, Inc.	TRU LEGIONELLA	RN: 4255343 SN: 85551923	December 4, 2012
Meridian Bioscience, Inc.	TRU RSV	RN: 3407186 SN: 78901518	April 1, 2008
Meridian Bioscience, Inc.	YOUR PARASITOL OGY EXPERTS FROM COLLECTION THROUGH DETECTION and Design	RN: 2695516 SN: 76413814	March 11, 2003
Meridian Bioscience, Inc.	 Design Only	RN: 3477395 SN: 77107203	July 29, 2008

Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Meridian Life Science, Inc.		RN: 4110905 SN: 85136330	March 13, 2012
Meridian Life Science, Inc.	<p>INNOVATIVE SOLUTIONS TRUSTED PARTNER</p>	RN: 3452248 SN: 77166366	June 24, 2008
Meridian Life Science, Inc.	<p>RSVP</p>	RN: 3153086 SN: 78594476	October 10, 2006
Meridian Life Science, Inc.	<p>BIOLASE</p>	RN: 2699819 SN: 76355415	March 25, 2003
Meridian Life Science, Inc.	<p>BIOLINE and Design</p> 	RN: 3059970 SN: 78357711	February 21, 2006
Meridian Life Science, Inc.	<p>BIO-X-ACT</p>	RN: 2631571 SN: 76355416	October 8, 2002

Grantor	Mark/Name	App. No./Reg. No.	Registration/App lication Date
Meridian Life Science, Inc.	HYPERI/ADDER and Design HYPERI/ADDER	RN: 2715249 SN: 76355418	May 13, 2003
Meridian Life Science, Inc.	IMMOLASE	RN: 2631572 SN: 76355419	October 8, 2002