

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Reaffirmation and Amendment to Security Agreement (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARTERRA, INC.		02/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5449886	CARTERRA	
Registration Number:	5580251	LSA	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	02/15/2023		
Total Attachments: 10			
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**REAFFIRMATION AGREEMENT, AMENDMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND AMENDMENT TO PLEDGE AGREEMENT**

This **REAFFIRMATION AGREEMENT, AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AMENDMENT TO PLEDGE AGREEMENT** (this “**Agreement**”) is made as of this 10th day of February, 2023, by and between **CARTERRA, INC.**, a Delaware corporation (the “**Obligor**”) and **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Lenders party to the Amended and Restated Credit Agreement (defined below). All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Credit Agreement.

W I T N E S S E T H:

A. The Obligor, Agent and the lenders party thereto have entered into that certain Credit and Security Agreement (Term Loan), dated as of December 4, 2020 (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), pursuant to which the lenders party thereto made loans and other financial accommodations to the Borrowers (as defined in the Existing Credit Agreement), subject to the terms and conditions set forth therein.

B. In connection with the Existing Credit Agreement, the Obligor has previously reviewed, consented to and, if applicable, executed various agreements, documents and instruments in connection with the Existing Credit Agreement, including, without limitation, all Financing Documents (excluding the Existing Credit Agreement and any separate fee letters) in effect immediately prior to giving effect to the Closing Date (collectively, the “**Existing Financing Documents**”).

C. The Obligor, Agent and the Lenders party thereto have agreed to amend and restate the Existing Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Amended and Restated Credit and Security Agreement (Term Loan) of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”) by and among the Obligor, Agent and the Lenders party thereto.

D. The Obligor shall derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the provisions of the Amended and Restated Credit Agreement.

E. One of the conditions precedent to Agent and the Lenders entering into the Amended and Restated Credit Agreement is that the Obligor execute and deliver this Agreement, among other things, to acknowledge and agree that the Existing Financing Documents, and the liens, security interests granted and issued thereunder, secure the Obligations.

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

1. References Contained in the Existing Financing Documents. All references in the Existing Financing Documents to the “Obligations” to Agent and the Lenders shall be deemed to refer to, without limitation, the “Obligations” of the Obligor under, pursuant to and as defined in the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Credit Agreement” shall be deemed to refer to the Amended and Restated Credit Agreement. All references in the Existing Financing

Documents to the “Lenders” (or words of similar import) shall be deemed to refer to the Lenders under the Amended and Restated Credit Agreement.

2. Reaffirmation. In connection with the execution and delivery of the Amended and Restated Credit Agreement, the Obligor, as borrower, debtor, grantor, pledgor or assignor, as applicable, or in any other similar capacities in which such Person grants Liens or security interests in its property, as the case may be, in any case under the Existing Financing Documents, including without limitation each document to which the Obligor is a party thereto set forth on Schedule A hereto, hereby (i) ratifies and reaffirms all of its payment, performance and observance obligations and liabilities, whether contingent or otherwise, under each of such Existing Financing Documents, as amended hereby, to which it is a party, and (ii) to the extent the Obligor granted Liens on or security interests in any of its property pursuant to any such Existing Financing Documents as security for the Obligations, ratifies and reaffirms such grant of security and confirms and agrees that such Liens and security interests hereafter secure all of the Obligations of such Person under the Existing Financing Documents, as amended hereby, in each case including, without limitation, all obligations, indebtedness and liabilities resulting from the Amended and Restated Credit Agreement, and as if each reference in such Existing Financing Documents, as amended hereby, to the obligations, indebtedness and liabilities secured thereby are construed hereafter to mean and refer to such obligations, indebtedness and liabilities under the Amended and Restated Credit Agreement and the other Financing Documents, including, without limitation, the Existing Financing Documents, as amended hereby.

The Obligor acknowledges receipt of a copy of the Amended and Restated Credit Agreement and the Financing Documents executed and delivered in connection therewith and acknowledges that each of the Existing Financing Documents, as amended hereby, remains in full force and effect and hereby is ratified and confirmed. The execution and delivery of this Agreement, and the performance of the Obligor’s obligations hereunder, shall not (i) operate as a waiver of any right, power or remedy of Agent or the Lenders, (ii) constitute a waiver of any provision of any of the Existing Financing Documents, or (iii) constitute a novation of any of the Obligations under the Existing Credit Agreement or the Financing Documents (including, without limitation, the Existing Financing Documents). The Obligor agrees that this Agreement constitutes a “Financing Document” under the Amended and Restated Credit Agreement.

3. Representations and Warranties, Amendments to the Intellectual Property Security Agreement Exhibits, and Amendments to the Pledge Agreement Schedule.

(a) The Obligor hereby confirms to Agent that the representations and warranties set forth in the Existing Financing Documents, as amended by this Agreement, made by the Obligor are true and correct in all material respects on and as of the date hereof as if such representation or warranty were made on and as of the date hereof; *provided, however*, that (A) such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof and (B) those representations and warranties expressly referring to a specific date shall be true, correct and complete in all material respects as of such date. The Obligor hereby represents and warrants to Agent that: (i) such Person has the power and is duly authorized to enter into, deliver and perform this Agreement; (ii) upon the execution and delivery hereof, this Agreement shall be valid, binding and enforceable upon such Person in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally); (iii) Agent has and shall continue to have, to the extent required by the Amended and Restated Credit Agreement, valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral and all other collateral heretofore granted by the Obligor to Agent, for the benefit of Agent and each Lender, pursuant to the Financing Documents, the Existing

Financing Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) no Default or Event of Default has occurred and is continuing.

(b) In connection herewith, the parties hereto desire to amend and restate the exhibits to that certain Intellectual Property Security Agreement, dated as of December 4, 2020 (as the same has been amended, restated, supplemented or otherwise modified, the “**IP Security Agreement**”) between Obligor and Agent in its entirety without constituting a novation. Obligor hereby represents and warrants to Agent, for the benefit of the Lenders, that such exhibit attached hereto as Annex A accurately and completely sets forth the information required pursuant to the IP Security Agreement as of the date hereof, and, notwithstanding anything to the contrary set forth herein, references in the IP Security Agreement to information in the exhibit being “as of the Closing Date” (or words of similar import) shall mean as of the date hereof. Delivery of such disclosures shall not relieve or otherwise constitute a waiver by Agent or any Lender or a cure of any Default or Event of Default under the Existing Credit Agreement resulting in connection with the matters disclosed or a breach of the underlying covenant, representation or warranty (regardless of such disclosure).

(c) In connection herewith, the parties hereto desire to amend and restate Schedule I to that certain Pledge Agreement, dated as of December 4, 2020 (as the same has been amended, restated, supplemented or otherwise modified, the “**Pledge Agreement**”) between Obligor and Agent in its entirety without constituting a novation. Obligor hereby represents and warrants to Agent, for the benefit of the Lenders, that such schedule attached hereto as Annex B accurately and completely sets forth the information required pursuant to the Pledge Agreement as of the date hereof, and, notwithstanding anything to the contrary set forth herein, references in the Pledge Agreement to information in the schedule being “as of the Closing Date” (or words of similar import) shall mean as of the date hereof. Delivery of such disclosures shall not relieve or otherwise constitute a waiver by Agent or any Lender or a cure of any Default or Event of Default under the Existing Credit Agreement resulting in connection with the matters disclosed or a breach of the underlying covenant, representation or warranty (regardless of such disclosure).

4. No Further Amendments; Ratification of Liability; Effect. Except as amended hereby, each of the Existing Financing Documents shall remain in full force and effect in accordance with their respective terms. The Obligor hereby ratifies and confirms its liabilities, obligations and agreements under the Existing Financing Documents, all as amended by this Agreement, and acknowledges that (i) the Obligor, to the best of its knowledge, has no defenses, claims or set-offs to the enforcement by Agent of such liabilities, obligations and agreements, (ii) Agent and the Lenders have fully performed all obligations to such Persons which Agent and the Lenders may have had or have on and as of the date hereof and (iii) neither Agent nor any of the Lenders waives, diminishes or limits any term, condition or covenant contained in the Existing Financing Documents.

5. Successors and Assigns. This Agreement shall be binding upon the Obligor and its successors and assigns and shall inure to the benefit of Agent and the Lenders and their respective successors and assigns; all references herein to the Obligor shall be deemed to include its respective successors and assigns. The successors and assigns of such Persons shall include, without limitation, their respective receivers, trustees or debtors-in-possession.

6. Further Assurances. The Obligor hereby agrees from time to time, as and when reasonably requested by Agent, to execute and deliver or cause to be executed and delivered (or otherwise authorized), all such documents, instruments and agreements, including, without limitation, any UCC financing statements (including, without limitation, any initial financing statements or in lieu financing statements), and to take or cause to be taken such further or other action as Agent may reasonably deem necessary in

order to carry out the intent and purposes of this Agreement, the Amended and Restated Credit Agreement and the other Financing Documents, in each case as amended hereby.

7. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

9. Waiver of Jury Trial. THE OBLIGOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OF OBLIGOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF OBLIGOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

10. Indemnification. The Obligor acknowledges its indemnification obligations pursuant to Section 11.6 of the Amended and Restated Credit Agreement.

11. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter thereof.

13. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. In furtherance of the foregoing, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries 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. As used herein, "**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or

other record and adopted by a Person with the intent to sign, authenticate or accept such contract or other record.

14. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

15. Release. In consideration of the agreements of Agent contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Obligor, on behalf of itself and each of its Affiliates and Subsidiaries and each of their respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, both at law and in equity, which the Obligor or any of its successors, assigns, or other legal representatives may own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time prior to the effectiveness hereof, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Existing Credit Agreement or any of the other Financing Documents or transactions thereunder or related thereto (except with respect to any Claim resulting from the gross negligence or willful misconduct of such Releasee, as determined by a final non-appealable judgment of a court of competent jurisdiction). The Obligor understands, acknowledges and agrees that its release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by each of the undersigned as of the day and year first set forth above.

OBLIGOR:

CARTERRA, INC.

By: _____
Name: Josh Eckman
Title: Chief Executive Officer

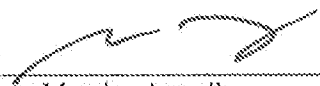
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Josh Eckman
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AGENT:

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Ansellem
Title: Authorized Signatory

SCHEDULE A

1. Intellectual Property Security Agreement, dated as of December 4, 2020, by and among Obligor and Agent, as amended, restated, supplemented or otherwise modified from time to time.
2. Pledge Agreement, dated as of December 4, 2020, by and among Obligor and Agent, as amended, restated, supplemented or otherwise modified from time to time.

ANNEX A

(See attached)

EXHIBIT C

Trademarks

Unregistered Trademarks

1. Continuous Flow Microspotter™
2. First Pass Kinetics™
3. HT-SPR™

Registered Trademark

1. Carterra (Word Mark), Registration No. 5449886, Registration Date Aug. 29, 2017
2. LSA (Word Mark), Registration No. 5580251, Registration Date Oct. 9, 2018
3. Carterra POLARIS®, (Word Mark) Registration # 018581292, Registration date Feb 23, 2022