

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787058

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONNORS & ASSOCIATES, LLC		02/14/2023	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALIFORNIA BANK OF COMMERCE		
<b>Street Address:</b>	5 Penn Plaza, Suite 1953		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5741192	LABORPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	732-855-6171		
<b>Email:</b>	aosbourne@wilentz.com		
<b>Correspondent Name:</b>	Wilentz, Goldman & Spitzer, P.A.		
<b>Address Line 1:</b>	90 Woodbridge Center Drive Suite 900 Box		
<b>Address Line 2:</b>	Anthony M. Osbourne, Esq.		
<b>Address Line 4:</b>	Woodbridge, NEW JERSEY 07095		
<b>NAME OF SUBMITTER:</b>	Anthony M. Osbourne		
<b>SIGNATURE:</b>	/Anthony M. Osbourne/		
<b>DATE SIGNED:</b>	02/15/2023		
<b>Total Attachments: 11</b>			
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

CONNORS & ASSOCIATES, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Pennsylvania

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) \_\_\_\_\_

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: California Bank of Commerce

Street Address: 5 Penn Plaza, Suite 1953

City: New York

State: New York

Country: USA Zip: 10001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87819861

B. Trademark Registration No.(s)

5741192

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LABORPRO

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Anthony M. Osbourne, Esq.

Internal Address: \_\_\_\_\_

Wilentz, Goldman & Spitzer, P.A.

Street Address: 90 Woodbridge Center Drive

Suite 900, Box 10

City: Woodbridge

State: NJ Zip: 07095

Phone Number: 732-855-6171

Docket Number: \_\_\_\_\_

Email Address: aosbourne@wilentz.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: /s/ Anthony M. Osbourne

February 15, 2023

Signature

Date

Anthony M. Osbourne

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

**PATENTS, TRADEMARKS  
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 14<sup>th</sup> day of February, 2023 between **CONNORS & ASSOCIATES, LLC**, a Pennsylvania limited liability company (the "Assignor"), and **CALIFORNIA BANK OF COMMERCE**, in its capacity as agent (the "Agent"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor (also referred to herein as the "Borrower") has executed a certain Revolving Credit, Term Loan and Security Agreement dated the date hereof (as the same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Agent and/or Lenders to secure loans by Lenders to Borrower in the aggregate amount of up to \$25,000,000.00 (as such amount may be increased or decreased from time to time); and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto, if any ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B hereto, if any ("Patents"), and owns the United States trademark applications and trademarks listed in Schedule C hereto, if any, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks"); and

WHEREAS, pursuant to the Loan Agreement, the Assignor is required to and has conveyed and granted to Agent a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks (except to the extent constituting Excluded Assets), whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Agent and/or Lenders, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Agent for the ratable benefit of the Lenders, a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part (other than intent-to-use trademarks), together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

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

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

(a) it is, to the best of its knowledge, the true and lawful owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;

(b) it is, to the best of its knowledge, the true and lawful owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;

(c) it is, to the best of its knowledge, the true and lawful owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(d) The Assignor agrees, at Agent's request, in connection with the delivery of the Compliance Certificates described in Section 9.7 of the Loan Agreement, to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations materially infringe or will materially infringe on any Patent, Trademark or Copyright. The Assignor grants to Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) the Patents, Trademarks and Copyrights which are necessary for the conduct of its business are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights which are necessary for the conduct of its business is in use and, to the best of the Assignor's knowledge, does not infringe the rights of any other person or entity;

(g) Assignor is, to the best of its knowledge, the owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights which are necessary for the conduct of its business, free and clear of any liens other than Permitted Encumbrances, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the collateral assignment to Agent pursuant to this Agreement and as permitted under the Other Documents;

(h) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(i) Assignor believes it has used, and will use its good faith efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights which are necessary for the conduct of its business;

(j) Assignor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent which are necessary for the conduct of its business, to the extent that Assignor deems advisable;

(l) Except in the ordinary course of business, the Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would have a Material Adverse Effect on Assignor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(m) The Assignor agrees to promptly, upon learning thereof, furnish Agent in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that the Assignor deems advisable, the Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a Material Adverse Effect on the Assignor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.

- 2) Assignor agrees that, until all of the Obligations shall have been Paid in Full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Agent's prior written consent.
- 3) If, before the Obligations have been Paid In Full Assignor shall obtain rights to any new Trademark, any new Copyright, or any new Patent, inventions, or become entitled to the benefit of any Patent, application or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Agent notice thereof in connection with the delivery of the next Compliance Certificate required under the Loan Agreement.
- 4) Upon and during the occurrence and continuance of any Event of Default: a) Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and b) Lender may, in accordance with Section 11.1 of the Loan Agreement, sell the Collateral.
- 5) At such time as the Obligations shall have been Paid In Full, this Agreement shall terminate without any further action by the parties hereto. Agent shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Lender pursuant hereto and in accordance with the terms hereof.
- 6) Any and all fees, costs and expenses, of whatever kind or nature, including reasonable, documented and actually incurred attorney fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Agent of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document shall be borne and paid by Assignor upon receipt of a written notice setting forth all reasonable, documented and actually incurred fees from Agent, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon the occurrence and continuance of an Event of Default. Unless an Event of Default has occurred and is continuing, Agent agrees to cooperate with all reasonable requests of Assignor in connection with the defense or prosecution of any action or proceedings arising out of or related to the Patents, Trademarks or Copyrights.
- 7) To the extent that Assignor deems it to be advisable in its commercially reasonable judgment, Assignor shall have the duty to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been Paid In Full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation

proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks, or Copyrights other than to the extent permitted by the Loan Agreement or otherwise in the ordinary course of business without the consent of Agent, which consent shall not be unreasonably withheld.

- 8) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon written demand setting forth the reasonable, documented and actually incurred damages, costs and expenses, reimburse and indemnify Agent for all reasonable, documented and actually incurred damages, costs and expenses, including reasonable, documented and actually incurred attorney fees, incurred by Agent in the fulfillment of the provisions of this paragraph. The obligations of the Assignor to reimburse the Agent for their reasonable, documented and actually incurred costs and fees, under this paragraph shall survive the termination of this Agreement to the extent such reasonable, documented and actually incurred costs and fees were incurred prior to the termination of this Agreement and the Payment in Full of the Obligations.
- 9) In the event of the occurrence and continuance of a Default or an Event of Default, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until such Default or Event of Default is no longer continuing or the Obligations have been Paid in Full.
- 10) If Assignor fails to comply with any of its obligations hereunder, Agent may do so in Assignor's name or in Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Agent in full for all reasonable, documented and actually incurred expenses, including reasonable and documented attorney's fees, incurred by Agent in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 11) No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 13) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 15) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

- 16) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York without regard to the principles of conflict of laws.
- 17) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND AGENT EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF AGENT. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 18) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor and Agent and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.
- 19) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.

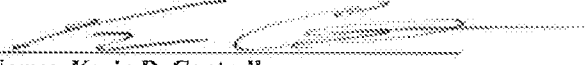
**[SIGNATURE PAGES TO FOLLOW]**



[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

WITNESS the execution hereof under seal as of the day and year first above written.

CONNORS & ASSOCIATES, LLC

By: 

Name: Kevin D. Cantrell  
Title: Assistant Secretary

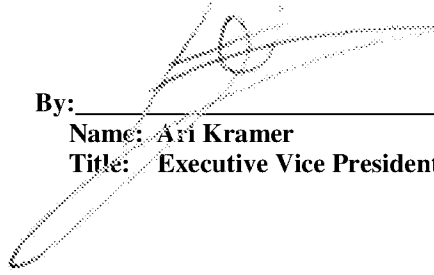
[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

**CALIFORNIA BANK OF COMMERCE**

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

**Name:** Ari Kramer

**Title:** Executive Vice President

A handwritten signature in black ink, appearing to read 'Ari Kramer', is written over a horizontal line. The signature is stylized and somewhat cursive.

**SCHEDULE A  
(Copyrights)**

**None.**

**SCHEDULE B  
(Patents)**

**None.**

**SCHEDULE C  
(Trademarks)**

<b>Country</b>	<b>Status</b>	<b>Mark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
USA	Live	LABORPRO	87819861	3-15-2018	4-30-2019	5741192