

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOCONJUGATE TECHNOLOGIES, LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Agent		
Street Address:	101 Huntington Avenue		
Internal Address:	25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6652892	CLICK-&-GO	
Registration Number:	6438301	CCT CLICK CHEMISTRY TOOLS	
Serial Number:	97097717	CLICK CHEMISTRY TOOLS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0040		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	03/31/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 31, 2023, by BIOCONJUGATE TECHNOLOGIES, LLC (the “Grantor”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of October 7, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor (the “**Trademark Collateral**”):

- (a) Trademarks of Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise,

shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BIOCONJUGATE TECHNOLOGIES, LLC

By: 

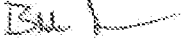
Name: Elizabeth R. Borow
Title: Vice President

[Signature Page to Trademark Security Agreement]

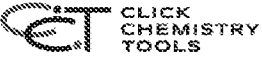
TRADEMARK
REEL: 008028 FRAME: 0123

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,
as Agent

By: 
Name: Blake Loweth
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Bioconjugate Technologies, LLC	6652892	CLICK-&-GO
Bioconjugate Technologies, LLC	6438301	CCT CLICK CHEMISTRY TOOLS (and Design) 

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Bioconjugate Technologies, LLC	97097717	CLICK CHEMISTRY TOOLS