

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A & L CANADA LABORATORIES INC.		05/19/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TORONTO-DOMINION BANK		
Street Address:	66 Wellington St. W.		
Internal Address:	14th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6061516	VITTELLUS	
Registration Number:	6093804	TERRASITERX	
Registration Number:	6208325	VITTELLUS	
Registration Number:	6542043	VITTELLUSBIO	
Serial Number:	97317748	BIO VIE	
Serial Number:	97317761	BIO VIE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4165957913		
Email:	kdurell@millerthomson.com		
Correspondent Name:	Karen L Durell		
Address Line 1:	40 King Street West		
Address Line 2:	Suite 5800		
Address Line 4:	Toronto ON, CANADA M5H3S1		
NAME OF SUBMITTER:	Karen L. Durell		
SIGNATURE:	/kld/		

OP \$165.00 6061516

DATE SIGNED:	05/25/2023
Total Attachments: 3 source=25May2023USTMSI#page1.tif source=25May2023USTMSI#page2.tif source=25May2023USTMSI#page3.tif	

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

May 19, 2022

This Acknowledgment of Security Interest in Trademarks is being made as of the date first written above by A & L CANADA LABORATORIES EAST, INC., an Ontario corporation; A & L CANADA LABORATORIES INC., an Ontario corporation; A & L US HOLDINGS INC., an Ontario corporation; and A & L US LABORATORIES, INC., a Delaware corporation (collectively, the "Grantors").

WHEREAS, the Grantors have adopted, used and are using, and hold all or shared right, title and interest in and to, the trademark registrations and applications listed on the attached Schedule 1, which trademark registrations and applications are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantors have entered into a Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") by and among certain other loan parties from time to time party thereto, and The Toronto-Dominion Bank, as Agent for certain Lender Parties ("Agent");

WHEREAS, pursuant to the Credit Agreement, Grantors have also entered into a General Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "General Security Agreement") by and among certain other loan parties from time to time party thereto, and Agent; and

WHEREAS, pursuant to the Credit Agreement and the General Security Agreement, Grantors have granted to Agent for the benefit of the Lender Parties (as defined in the Credit Agreement) a continuing security interest in all right, title and interest of Grantors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors and Agent, Grantors do hereby grant to Agent for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

**[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
TRADEMARKS]**

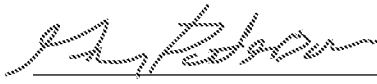
IN WITNESS WHEREOF, Grantors have caused this Acknowledgment to be duly executed by each of their officers thereunto duly authorized as of the date first written above.

GRANTORS:

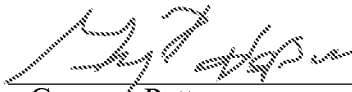
**A & L CANADA LABORATORIES EAST,
INC.**

By: 
Name: Gregory Patterson
Title: President


A & L CANADA LABORATORIES INC.

By: 
Name: Gregory Patterson
Title: President

A & L US HOLDINGS INC.

By: 
Name: Gregory Patterson
Title: President

A & L US LABORATORIES, INC.

By: 
Name: Gregory Patterson
Title: President

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

Mark	Registration No.	Issue Date
VITTELLUS & Design	6,061,516	05/26/2020
TERRASITERX & Design	6,093,804	07/07/2020
VITTELLUS	6,208,325	12/01/2020
VITTELLUSBIO & Design	6,542,043	11/02/2021
RU-GUARD	6,903,331	11/22/2022

Trademark Applications

Mark	Serial No.	Filing Date
BIO VIE	97/317,748	03/17/2022
BIO VIE	97/317,761	03/17/2022