

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALPHA ANALYTICAL, LLC		05/26/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as Collateral Agent		
Street Address:	150 S. Wacker Drive, Ste 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2681298	A	
Registration Number:	2040334	ALPHA ANALYTICAL	
Registration Number:	5157420	LABFLEX	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2013159		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 26, 2023, is made by Alpha Analytical, LLC (the “**Grantor**”) in favor of GOLUB CAPITAL MARKETS LLC, as the Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Security Supplement No. 1 (the “**Security Supplement**”), dated as of the date hereof by and between the Grantor and the Agent, which amends that certain Security Agreement, dated as of December 30, 2021 (the “**Original Security Agreement**”) by and among the loan parties party thereto and the Agent (the Original Security Agreement as amended by the Security Supplement, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s rights, titles and interests in, to and under the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be

as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

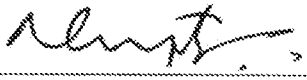
Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the date first above written.

ALPHA ANALYTICAL, LLC

By: 
Name: Nisheet Gupta
Title: Treasurer and Chief Financial Officer

{Signature Page to Security Supplement}

TRADEMARK
REEL: 008088 FRAME: 0375


IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ALPHA ANALYTICAL, LLC

By: _____
Name:
Title:

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC, as Collateral Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

TRADEMARK
REEL: 008088 FRAME: 0376

SCHEDULE A

Registered :

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Owner</u>	<u>Status</u>
A (Design)	USA	78114474	3/13/2002	2681298	1/28/2003	42	Alpha Analytical, LLC (f/k/a Alpha Analytical, Inc.)	Registered
ALPHA ANALYTICAL	USA	75069131	3/7/1996	2040334	2/25/1997	42	Alpha Analytical, LLC (f/k/a Alpha Analytical, Inc.)	Registered
LABFLEX	USA	86348441	12/14/2015	5157420	3/7/2017	9	Alpha Analytical, LLC (f/k/a Alpha Analytical, Inc.)	Registered