

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLINICAL INK, INC.		06/23/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	131 S Dearborn St, Floor 04		
Internal Address:	Middle Market Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6247177	ELAS	
Registration Number:	4109125	CLINICAL INK	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23737714		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	06/23/2023		
Total Attachments: 5			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of June 23, 2023 by and from CLINICAL INK, INC. a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Clinical Ink, Inc., a Delaware corporation (the “Borrower”), the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of June 23, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Borrower, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of June 23, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor’s right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The parties hereto agree that Section 9.06(b) of the Credit Agreement shall apply to this Confirmatory Grant, *mutatis mutandis*.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

CLINICAL INK, INC., as Grantor

By: DocuSigned by:
Scott Miltenberger
Name: Scott Miltenberger
Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
EXHIBIT A - SCHEDULE OF TRADEMARKS

Filing Date	Registration No.	Mark	Jurisdiction	Owner of Record
January 9, 2020	6247177	ELAS	USA	Clinical Ink, Inc.
October 23, 2008	4109125	CLINICAL INK	USA	Clinical Ink, Inc.

Certificate Of Completion

Envelope Id: BBC95D438177467B856C8DBCDFD21A94A	Status: Completed
Subject: Please DocuSign: Clinical Ink Signature Packet - Scott Miltenberger.pdf	
Source Envelope:	
Document Pages: 13	Signatures: 16
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Hidemi Harada
Envelopeld Stamping: Enabled	Hidemi.Harada@ropesgray.com
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	IP Address: 198.65.204.101

Record Tracking

Status: Original	Holder: Hidemi Harada	Location: DocuSign
6/20/2023 5:14:29 PM	Hidemi.Harada@ropesgray.com	

Signer Events

Scott Miltenberger
 Scott.Miltenberger@clinicalink.com
 Chief Financial Officer
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Scott Miltenberger
6FA6AB76E93242C...

Signature Adoption: Pre-selected Style
 Using IP Address: 73.233.12.129

Timestamp

Sent: 6/20/2023 5:19:37 PM
 Viewed: 6/20/2023 5:20:24 PM
 Signed: 6/20/2023 5:20:44 PM

Electronic Record and Signature Disclosure:

Accepted: 6/20/2023 5:20:24 PM
 ID: 26fb102d-e61f-41f7-896e-003c3b3a6bb7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jessica Rubin
 Jessica.Rubin@ropesgray.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/20/2023 5:19:37 PM

Electronic Record and Signature Disclosure:

Accepted: 12/7/2022 7:53:53 PM
 ID: 92cc1c90-2f9e-403f-87a0-e8cf82fc857b

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	6/20/2023 5:19:37 PM
Certified Delivered	Security Checked	6/20/2023 5:20:24 PM
Signing Complete	Security Checked	6/20/2023 5:20:44 PM
Completed	Security Checked	6/20/2023 5:20:44 PM

Payment Events

Status

Timestamps