

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821619

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FORTREA INC. | | 06/30/2023 | Corporation: MARYLAND |
| SnaploT, Inc. | | 06/30/2023 | Corporation: DELAWARE |
| Endpoint Clinical Inc. | | 06/30/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4005254 | ENDPOINT | |
| Registration Number: | 4191271 | EDRS | |
| Registration Number: | 3960166 | IRT | |
| Registration Number: | 4268723 | NUDGE | |
| Registration Number: | 3970559 | PULSE | |
| Registration Number: | 5662480 | SNAPCLINICAL | |
| Registration Number: | 5304876 | SNAPP THINGS | |
| Registration Number: | 4218435 | XCELLERATE | |
| Registration Number: | 4461075 | XCELLERATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |

OP \$240.00 4005254

| | |
|---|----------------------|
| Address Line 4: | Columbus, OHIO 43219 |
| NAME OF SUBMITTER: | Sophie Bolt |
| SIGNATURE: | /Sophie Bolt/ |
| DATE SIGNED: | 07/03/2023 |
| Total Attachments: 9 source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page1.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page2.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page3.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page4.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page5.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page6.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page7.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page8.tif source=07. Project Silver - Trademark Security Agreement - Cover Sheet#page9.tif | |

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):

FORTREA INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Maryland
 Other _____

Citizenship (see guidelines) Maryland, USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 30, 2023

- 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: Goldman Sachs Bank USA

Street Address: 200 West Street

City: New York

State: New York

Country: USA Zip: 10282

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

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
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

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

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

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved: 9

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: Sophie Bolt

Signature

July 3, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 008121 FRAME: 0722

CONVEYING PARTIES

| Company | Address | State of Incorporation |
|------------------------|---------------------------------|-------------------------------|
| SnapIoT, Inc. | 8 Moore Drive, Durham, NC 27709 | Delaware |
| Endpoint Clinical Inc. | 8 Moore Drive, Durham, NC 27709 | Delaware |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2023, is made by Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.), SnapIoT, Inc. and Fortrea Inc. (f/k/a Labcorp Drug Development Inc.) (each a “Grantor” and together the “Grantors”), in favor of Goldman Sachs Bank USA (in its individual capacity, “GS”), as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2023, (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Fortrea Holdings, Inc., a Delaware corporation (the “Parent Borrower”), Fortrea UK Holdings Limited, a wholly owned subsidiary of the Parent Borrower incorporated under the laws of England and Wales (the “Initial English Borrower” and, together with the Parent Borrower, the “Borrowers”), GS, as Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”), and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Guaranty and Security Agreement, dated as of June 30, 2023 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), each Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder and to induce the Cash Management Banks and Secured Swap Providers to perform their obligations under Secured Cash Management Agreements and Secured Rate Contracts, respectively, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto (provided that no Lien or security interest is pledged or granted in any “intent-to-use” trademark application prior

to the filing and acceptance by the Applicable IP Office of a “statement of use” or “amendment to allege use” with respect thereto and to the extent, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or result in the voiding of, such “intent-to-use” trademark application or any registration issuing therefrom under applicable U.S. federal law);

- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern unless the Agent shall otherwise determine.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

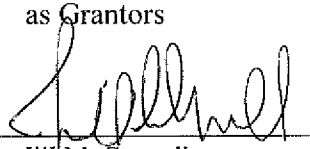
Section 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of each applicable Customary Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and a Customary Intercreditor Agreement, the terms of that Customary Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

FORTREA INC ,
as Grantors

By: 
Name: Jill McConnell
Title: Chief Financial Officer

ENDPOINT CLINICAL INC.,
as Grantors

By: _____
Name: David Cooper
Title: President and Secretary

SNAPIOT INC.,
as Grantors

By: _____
Name: Amedeo De Risi
Title: Treasurer

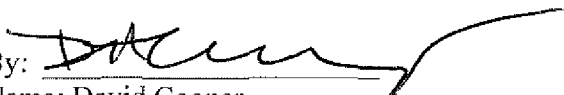
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Very truly yours,

FORTREA INC.,
as Grantors

By: _____
Name: Jill McConnell
Title: Chief Financial Officer

ENDPOINT CLINICAL INC.,
as Grantors

By: 
Name: David Cooper
Title: President and Secretary

SNAPIOT INC.,
as Grantors

By. _____
Name: Amedeo De Risi
Title: Treasurer

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Very truly yours,

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as Grantors

By: _____
Name: Jill McConnell
Title: Chief Financial Officer

ENDPOINT CLINICAL INC.,
as Grantors

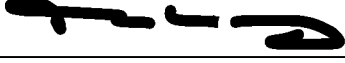
By: _____
Name: David Cooper
Title: President and Secretary

SNAPIOT INC.,
as Grantors

By:  _____
Name: Amedeo De Risi
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS BANK USA,
as Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---|------------------------|--------------|
| Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.) | 4,005,254 | endpoint |
| Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.) | 4,191,271 | eDRS |
| Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.) | 3,960,166 | IRT |
| Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.) | 4,268,723 | Nudge |
| Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.) | 3,970,559 | pulse |
| SNAPIOT, INC. | 5,662,480 | SNAPCLINICAL |
| SNAPIOT, INC. | 5,304,876 | SNAPPETHINGS |
| Fortrea Inc. (f/k/a Labcorp Drug Development Inc.) | 4,218,435 4,461,075 | Xcellerate |