# \$240.00 4005254

ETAS ID: TM821623

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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:	U.S. Bank Trust Company, National Association, as collateral agent
Street Address:	214 North Tryon Street, 27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Association: 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	SNAPPTHINGS
Registration Number:	4218435	XCELLERATE
Registration Number:	4461075	XCELLERATE

## **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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.

**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

TRADEMARK REEL: 008121 FRAME: 0742

900783438

Address Line 4: Colu	Columbus, OHIO 43219	
NAME OF SUBMITTER:	Sophie Bolt	
SIGNATURE:	/Sophie Bolt/	
DATE SIGNED:	07/03/2023	
Total Attachments: 9 source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page1.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page2.tif		

source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page1.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page2.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page3.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page4.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page5.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page6.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page7.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page8.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page9.tif

# TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)	
EODEDE A INIC	Additional names, addresses, or citizenship attached?	
FORTREA INC.	Name: U.S. Bank Trust Company, National Association, as collateral agent	
☐ Individual(s) ☐ Association	Street Address: 214 North Tryon Street, 27th Floor	
Partnership Limited Partnership	City: Charlotte	
★ Corporation- State: Maryland	State: NC	
Other	Country: USA Zip: 28202	
Citizenship (see guidelines) Maryland, USA	Individual(s) Citizenship	
Additional names of conveying parties attached? Yes No		
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship	
Execution Date(s) June 30, 2023	Limited Partnership Citizenship	
Assignment Merger	Corporation Citizenship	
_	Other Bank  Citizenship National Association, USA  If assignee is not domiciled in the United States, a domestic	
Security Agreement	representative designation is attached: Yes No	
4. Application number(s) or registration number(s) and	(Designations must be a separate document from assignment)	
A. Trademark Application No.(s)  Text	B. Trademark Registration No.(s)	
See Schedule 1	See Schedule 1	
	Additional sheet(s) attached? X Yes No	
C. Identification or Description of Trademark(s) (and Filing I	Date if Application or Registration Number is unknown):	
5. Name & address of party to whom correspondence	6. Total number of applications and	
concerning document should be mailed: Name: Sophie Bolt	registrations involved:	
Internal Address: Cahill Gordon & Reindel LLP	<b>7. Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$	
memai //daress	Ψ	
Street Address: 32 Old Slip	Authorized to be charged to deposit account	
Street Address.	☐ Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10005		
Phone Number: (212) 701-3365	D A	
Docket Number:	Deposit Account Number	
Email Address: SBolt@cahill.com	Authorized User Name	
9. Signature: Sophie Bolt Digitally algred by: Sophie Bolt Signature: Sophie Dolt Sophie D	July 3, 2023	
Signature Sophie Bolt	Date	
Copilio Doll	Total number of pages including cover sheet, attachments, and document:	

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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 U.S. Bank Trust Company, National Association (in its individual capacity, "U.S. Bank"), as the Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Notes Secured Parties (as defined in the Indenture referred to below).

## WITNESSETH:

WHEREAS, reference is made to that certain Indenture, dated as of June 27, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among Fortrea Holdings, Inc., a Delaware corporation (the "Issuer"), the Subsidiary Guarantors (as defined in the Indenture) from time to time party thereto, U.S. Bank, as trustee (in such capacity, the "Trustee") and the Agent, pursuant to which the Issuer issued \$570,000,000 aggregate principal amount of 7.500% Senior Secured Notes due 2030 (together with any Additional Notes (as defined in the Indenture), the "Notes");

WHEREAS, pursuant to a Security Agreement, dated as of June 30, 2023 in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with the Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Indenture, as applicable.
- Section 2. Grant of Security Interest in Trademark Collateral. 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 the Agent for the benefit of the Notes Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):
  - (a) all of its Trademarks referred to on <u>Schedule I</u> hereto (<u>provided</u> 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. <u>Security Agreement</u>. 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 agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern unless the Agent shall otherwise determine.
- Section 4. <u>Counterparts</u>. 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. <u>Governing Law.</u> 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. <u>Intercreditor Agreements</u>. 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,

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

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 Name: David Cooper Title: President and Secretary SNAPIOT, INC., as Grantors By.
Name: Amedeo De Risi Title: Treasurer

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

Name: Amedeo De Risi

Title: Treasurer

ACCEPTED AND AGREED as of the date first above written:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Agent

By: Ollym Amaster Peall
Name: Allison Lancaster-Poole

Title: Vice President

## SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# Registrations:

**RECORDED: 07/03/2023** 

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	SNAPPTHINGS
Fortrea Inc. (f/k/a Labcorp Drug Development Inc.)	4,218,435 4,461,075	Xcellerate