

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Analogic Corporation		09/14/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Truist Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2880579	ANALOGIC	
Serial Number:	97004494	CONNECT	
Registration Number:	3030247	COBRA	
Registration Number:	6857962	CONNECT	
Registration Number:	2375689	EXACT	
Registration Number:	2216953	COPLEY CONTROLS	
Registration Number:	2212343	COPLEY CONTROLS CORP.	
Registration Number:	4783567	A	
Registration Number:	4813461	A	
Registration Number:	4753435	A	
Registration Number:	4760988	A	
Registration Number:	4744441	ANALOGIC	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	4045818030		
Email:	jungyoonyang@jonesday.com		

CH \$315.00 2880579

Correspondent Name: Jungyoon Yang, Jones Day
Address Line 1: 1221 Peachtree Street, NE
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER: Jungyoon Yang

SIGNATURE: /Jungyoon Yang/

DATE SIGNED: 09/19/2023

Total Attachments: 6

source=Truist_Analogic -- Trademark Security Agreement (Executed)(1538062413.1)#page1.tif
source=Truist_Analogic -- Trademark Security Agreement (Executed)(1538062413.1)#page2.tif
source=Truist_Analogic -- Trademark Security Agreement (Executed)(1538062413.1)#page3.tif
source=Truist_Analogic -- Trademark Security Agreement (Executed)(1538062413.1)#page4.tif
source=Truist_Analogic -- Trademark Security Agreement (Executed)(1538062413.1)#page5.tif
source=Truist_Analogic -- Trademark Security Agreement (Executed)(1538062413.1)#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2023, between **ANALOGIC CORPORATION**, a Massachusetts corporation (the “**Grantor**”), and **TRUIST BANK**, as collateral agent (in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor owns the Trademark Collateral (as defined below);

WHEREAS, Grantor, ANLG HOLDING COMPANY, INC., a Delaware corporation (“**Holdings**”), the other Grantors (as defined below) from time to time party thereto and the Collateral Agent, are parties to a Pledge and Security Agreement, dated as of September 14, 2023 (as may be amended, extended, restated, amended and restated, supplemented, waived or otherwise modified and as heretofore amended and/or supplemented, the “**Security Agreement**”), under which each Grantor secures the Secured Obligations;

WHEREAS, pursuant to (i) the Security Agreement, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute this Trademark Security Agreement in order to record the security interest in the Trademark Collateral granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office; and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”):

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) all past, present and future claims or causes of action arising out of any infringement or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor; and

(iii) all Proceeds of the foregoing including without limitation license fees, royalties, income, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

Upon any termination or release of the security interest in the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as the Grantor shall reasonably request in writing to evidence such termination or release.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

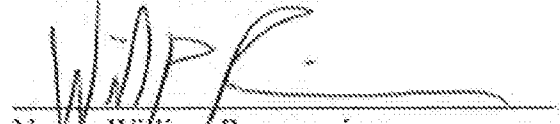
This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ANALOGIC CORPORATION

By:



Name: William Rousmaniere

Title: Chief Financial Officer

Acknowledged:

TRUIST BANK,
as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ANALOGIC CORPORATION

By: _____
Name:
Title:

Acknowledged:


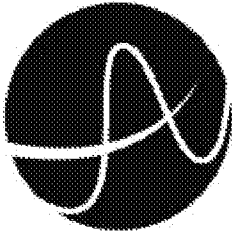
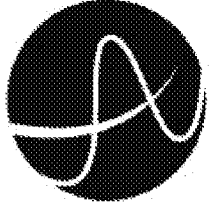
TRUIST BANK,
as Collateral Agent

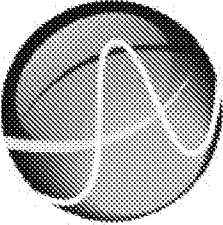
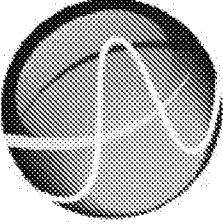
By: 

Name: Ben Cumming
Title: Managing Director

**Schedule 1
to Trademark Security Agreement**

TRADEMARKS

Grantor	Mark	Application/ Registration No.	Filing Date / Registration Date
Analogic Corporation	ANALOGIC	SN: 75/939753 RN: 2,880,579	03/09/2000 09/07/2004
Analogic Corporation	CONNECT	SN: 97/004,494	08/31/2021
Analogic Corporation	COBRA	SN: 78/324,753 RN: 3,030,247	11/07/2003 12/13/2005
Analogic Corporation	connect	SN: 97/004,428 RN: 6,857,962	08/31/2021 09/27/2022
Analogic Corporation	EXACT	SN: 75/358,418 RN: 2,375,689	09/17/1997 08/8/2000
Analogic Corporation	COPLLEY CONTROLS	SN: 75/279,564 RN: 2,216,953	04/23/1997 01/12/1999
Analogic Corporation		SN: 75/279,550 RN: 2,212,343	04/23/1997 12/22/1998
Analogic Corporation		SN: 86/976,468 RN: 4,783,567	09/30/2013 07/28/2015
Analogic Corporation		SN: 86/078,019 RN: 4,813,461	09/30/2013 09/15/2015

Analogic Corporation		SN: 86/976,090 RN: 4,753,435	09/30/2013 06/09/2015
Analogic Corporation		SN: 86/078,010 RN: 4,760,988	09/30/2013 06/23/2015
Analogic Corporation	ANALOGIC	SN: 86/078,014 RN: 4,744,441	09/30/2013 05/26/2015