

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEGASUS MIDCO, INC.		10/18/2023	Corporation: DELAWARE
PEGASUS PURCHASER, INC.		10/18/2023	Corporation: DELAWARE
BIOPROCURE, LLC		10/18/2023	Limited Liability Company: DELAWARE
PRENDIO LLC		10/18/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company		
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5378886	BIOPROCURE	
Registration Number:	5375070	PRENDIO	
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:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2154012 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		

OP \$65.00 5378886

DATE SIGNED:	10/18/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), is entered into as of October 18, 2023, by and among the Grantors listed on the signature page hereto (each a “*Grantor*”, and collectively, the “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent for the Lenders (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “*Loans*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **PEGASUS MIDCO, INC.**, a Delaware corporation (“*Holdings*”), **PEGASUS PURCHASER, INC.**, a Delaware corporation (as the initial borrower thereunder until the effectiveness of the Closing Date Assignment and Assumption (in such capacity, “*Initial Borrower*”) and, thereafter, as a Guarantor (in such capacity, “*Intermediate Holdings*”), **BIOPROCURE, LLC**, a Delaware limited liability company (“*BioProcure*”), **PRENDIO LLC**, a Massachusetts limited liability company (“*Prendio*”), the several banks and other financial institutions or entities from time to time parties thereto (each, a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the Loans to Initial Borrower and the Borrowers under the Credit Agreement, the Borrowers and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Initial Borrower and the Borrowers, but only upon the condition, among others, that the Borrowers and each other Grantor shall grant to Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Borrowers and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrowers and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of each Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:
 - a. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto;

and including, without limitation, all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), any goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.
4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE**

STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES OTHER THAN SECTION 5-1401 AND 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAWS).

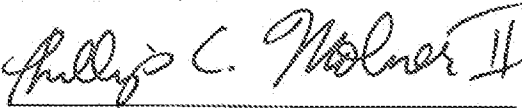
5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
7. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Credit Agreement are incorporated by reference; *mutatis mutandis*.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

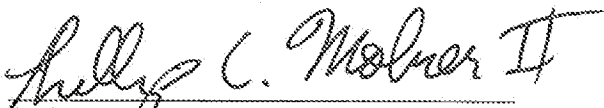
PEGASUS MIDCO, INC.

By: 

Name: Phillip C. Molner II

Title: President

PEGASUS PURCHASER, INC.

By: 

Name: Phillip C. Molner II

Title: President

BIOPROCURE, LLC

By: _____

Name: Vincent Bologna

Title: Chief Executive Officer and President

PRENDIO LLC

By: _____

Name: Vincent Bologna

Title: Chief Executive Officer and President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 008231 FRAME: 0986

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PEGASUS MIDCO, INC.

By: _____
Name: Phillip C. Molner II
Title: President

PEGASUS PURCHASER, INC.

By: _____
Name: Phillip C. Molner II
Title: President

BIOPROCURE, LLC

By: 
Name: Vincent Bologna
Title: Chief Executive Officer and President

PRENDIO LLC

By: 
Name: Vincent Bologna
Title: Chief Executive Officer and President

Signature Page to Intellectual Property Security Agreement

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By: Allison Pearlstein
Name: Allison Pearlstein
Title: Director

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 008231 FRAME: 0988

EXHIBIT A

TRADEMARKS AND TRADEMARK LICENSES

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
BIOPROCURE	87484620	6/12/17	5378886	1/16/18	Registered	BIOPROCURE, LLC
PRENDIO	87484629	6/12/17	5375070	1/09/18	Registered	PRENDIO LLC

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