

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI21884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRACERCO US LLC		02/09/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	KROLL TRUSTEE SERVICES LIMITED		
Street Address:	News Building, Level 6		
Internal Address:	3 London Bridge Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SE1 9SG		
Entity Type:	Other: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1772608	DISTILLATION DIAGNOSTICS	
Registration Number:	1744135	PROCESS DIAGNOSTICS	
Registration Number:	1470215	TRU-SCAN	
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:	(212)626-4841		
Email:	NYCTrademarks@bakermckenzie.com		
Correspondent Name:	Alysha Preston		
Address Line 1:	Baker & McKenzie LLP		
Address Line 2:	452 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10145164-51098526		
NAME OF SUBMITTER:	Gisette Goris		
SIGNATURE:	Gisette Goris		
DATE SIGNED:	02/14/2024		
Total Attachments: 5			

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EXECUTION VERSION

This TRADEMARK SECURITY AGREEMENT, dated as of February 9, 2024 (as it may be amended, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as debtor on the signature pages hereto (the “**Debtor**”) in favor of Kroll Trustee Services Limited, as security agent (in such capacity, together with its successors and assigns in such capacity, the “**Security Agent**”).

RECITALS

The Debtor is party to that certain Security Agreement dated as of September 28, 2023 (as amended, supplemented or otherwise modified (including by that certain Additional Debtor Supplement dated as of February 9, 2024 between the Debtor and the Security Agent), from time to time, the “**Security Agreement**”), among the Debtor, the other debtors that are parties thereto and the Security Agent, pursuant to which the Debtor granted a security interest to the Security Agent in such Debtor’s Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

AGREEMENT

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Security Agent as follows:

1. Defined terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

2. Grant of security interest in Trademark Collateral

2.1 Grant of security interest

The Debtor hereby grants to the Security Agent, for its benefit and the benefit of the Lenders and the other holders of Secured Obligations, a security interest in and continuing lien on all of such Debtor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising (collectively, the “**Trademark Collateral**”): all United States trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations that have heretofore been or may hereafter be issued thereon (including, without limitation, the registered trademarks and trademark applications listed on Schedule A attached hereto); and all common law and other rights in and to all of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights in and to all of the foregoing; in each of the foregoing cases whether now existing or hereafter created or acquired, and in each case to the extent constituting Collateral under the Security Agreement.

2.2 Certain limited exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an

“Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, 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 or result in the voiding of such intent-to use application or any registration that issues from such intent-to-use application under applicable federal law.

3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Security 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding the foregoing, in accordance with the Security Agreement, in the event of a conflict between the terms and conditions of this Agreement and the Facilities Agreement (including the Agreed Security Principles) or the Intercreditor Agreement (as applicable), then (to the fullest extent permitted by law) the provisions of the Facilities Agreement (including the Agreed Security Principles) or (as applicable) the Intercreditor Agreement will take priority over the provisions of this Agreement and if requested to do so by the Security Agent (and at the cost of the Parent), the Debtor will enter into such amendments, waivers or covenants as are necessary to remove such conflict.

4. Governing law

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

5. Counterparts

This Agreement 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 Agreement by telecopy or in electronic (*e.g.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Accordingly, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

TRACERCO US LLC

By:

DocuSigned by:
Paul Hewitt
E4A7F665E11846A...

Name:

Paul Hewitt

Title:

President

Accepted and agreed:

KROLL TRUSTEE SERVICES LIMITED, as
Security Agent

By:

Name:

Title:

Accordingly, the Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Debtor:

TRACERCO US LLC

By: _____

Name: _____

Title: _____

Accepted and agreed:

KROLL TRUSTEE SERVICES LIMITED, as
Security Agent

By:

DocuSigned by:
Kathleen Russell
AE7D4097562544E...

Name:

Kathleen Russell

Title:

Authorised Signatory

SCHEDULE A
To Trademark Security Agreement

Registered trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date	Country
Distillation Diagnostics	74/078970	7/16/1990	1772608	5/18/93	United States of America
Process Diagnostics	74/078968	7/16/1990	1744135	12/29/92	United States of America
Tru-Scan	73/659019	4/29/1987	1470215	12/22/87	United States of America