

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM183426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Millennium Health, LLC		03/06/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98206136	SIGNALS REPORT	
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:	(215)994-4000		
Email:	trademarks@dechert.com		
Correspondent Name:	Frank Hwang		
Address Line 1:	2929 Arch Street, Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
ATTORNEY DOCKET NUMBER:	175409		
NAME OF SUBMITTER:	HILARY SMOOT		
SIGNATURE:	HILARY SMOOT		
DATE SIGNED:	03/11/2024		
Total Attachments: 5			
source=Millenium - Trademark Security Agreement (Executed)#page1.tif			
source=Millenium - Trademark Security Agreement (Executed)#page2.tif			
source=Millenium - Trademark Security Agreement (Executed)#page3.tif			
source=Millenium - Trademark Security Agreement (Executed)#page4.tif			

CH \$40.00.00 98206136

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 6, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) is made by the signatory hereto (the “Grantor”) in favor of Alter Domus (US) LLC, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Amended and Restated Guarantee and Collateral Agreement dated as of May 15, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) by and among MH Borrower, Inc., a Delaware corporation (the “Company”), New Millennium Holdco, Inc., a Delaware corporation, and Millennium Health, LLC, a California limited liability company, and the Administrative Agent, and in connection therewith, the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Credit Agreement, dated as of May 14, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the lenders party thereto (the “Lenders”) and the Administrative Agent the Lenders have severally agreed that the Loans shall be deemed made to the Borrowers upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. *Defined Terms.* Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement and the Credit Agreement and used herein shall have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest in Trademark Collateral.*

The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor’s right, title and interest in the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of such Grantor’s Obligations: all trademarks, including, without limitation, all trademarks registered in the United States, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature,

whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to or required to be referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (excluding any Excluded Property, collectively, the "Trademark Collateral"); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Property, including, without limitation, any Trademark application filed in the United States Patent and Trademark Office on the basis of a Grantor's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting Trademark registration.

SECTION 3. *Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

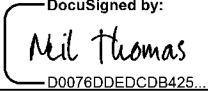
SECTION 4. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. *GOVERNING LAW.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

MILLENNIUM HEALTH, LLC,
as Grantor

By:  _____
Name: Neil Thomas
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008365 FRAME: 0005

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: Matthew Trybula
Name: Matthew Trybula
Title Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008365 FRAME: 0006

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks: None.

Trademark Applications

<u>Grantor</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Mark</u>
Millennium Health, LLC	98206136	Oct. 2, 2023	SIGNALS REPORT