

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI138715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Biotek Laboratories LLC		03/18/2024	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	Northwest Bank, as Agent		
Street Address:	3 Easton Oval, Suite 500		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	chartered financial institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6237262	US BIOTEK LABORATORIES	
Registration Number:	6925383	VERITEK	
Registration Number:	3185821	US BIOTEK LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	6144625135		
<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:	6144621093		
Email:	barbara.bacon@icemiller.com		
Correspondent Name:	Barbara Bacon		
Address Line 1:	200 W. Madison Street, Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	039343.10002		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	Barbara Bacon		
DATE SIGNED:	04/02/2024		
Total Attachments: 5			
source=Trademark Security Agreement - U.S. Biotek Laboratories LLC#page1.tif			
source=Trademark Security Agreement - U.S. Biotek Laboratories LLC#page2.tif			

OP \$90.00.00 88915134

source=Trademark Security Agreement - U.S. Biotek Laboratories LLC#page3.tif
source=Trademark Security Agreement - U.S. Biotek Laboratories LLC#page4.tif
source=Trademark Security Agreement - U.S. Biotek Laboratories LLC#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “Trademark Security Agreement”) dated as of March 18, 2024, is made by **U.S. BIOTEK LABORATORIES LLC**, a Washington limited liability company (the “Grantor”), in favor of **NORTHWEST BANK**, as the administrative agent and collateral agent (the “Agent”) for the Secured Parties (as defined below).

RECITALS

WHEREAS, Grantor has entered into that certain Revolving Credit and Term Loan Agreement of even date herewith (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Loan Agreement”), by and among the Agent, Borrower, the Guarantors and Lenders party thereto (the Agent and Lenders, collectively, the “Secured Parties”), pursuant to which the Secured Parties have agreed to make certain financial accommodations available to the Borrower pursuant to the terms and subject to the conditions thereof; and

WHEREAS, under the terms of the Loan Agreement and the other Loan Documents, the Grantor has granted to the Agent, on behalf of the Secured Parties, a security interest in, among other property, all Trademarks (as defined in the Loan Agreement) of such Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement, or if not therein, in the Uniform Commercial Code as in effect in the State of Pennsylvania.

SECTION 2. **Grant of Security.** The Grantor hereby grants to the Agent, on behalf of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Trademark Collateral”):

- (i) all of its Trademarks set forth on Schedule A hereto;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable Governmental Authority record this Trademark Security Agreement.

SECTION 5. **Execution in Counterparts.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts (including via facsimile or electronic (i.e., "pdf" or "tic")), 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.

SECTION 6. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the other Loan Documents. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF PENNSYLVANIA.

[Remainder Of Page Intentionally Left Blank; Signature Pages Follow.]

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

GRANTOR:

U.S. BIOTEK LABORATORIES LLC

DocuSigned by:

By: _____
Name: Jack Frausing
Title: Chief Executive Officer

AGENT:

NORTHWEST BANK

A handwritten signature in black ink, appearing to read 'Dan Delgadillo', written over a horizontal line.

By: _____

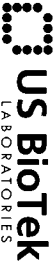
Name: Dan Delgadillo

Title: Executive Vice President

Signature Page to Trademark Security Agreement

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Owner	Serial No. Filing Date	Registration No. Date
US BIOTEK LABORATORIES	U.S. Biotek Laboratories LLC (Washington LLC) 16020 Linden Avenue North Shoreline, WA 98133	88915134 05/13/2020	6237262 01/05/2021
VERITEK	U.S. Biotek Laboratories LLC (Washington LLC) 16020 Linden Avenue North Shoreline, WA 98133	88842448 03/20/2020	6925383 12/13/2022
US BIOTEK LABORATORIES & Design 	U.S. Biotek Laboratories LLC (Washington LLC) 16020 Linden Avenue North Shoreline, WA 98133	78640542 05/31/2005	3185821 12/19/2006