

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABS LABS, LLC		12/18/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4926404	MSPEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Paul Hastings LLP		
<b>Address Line 1:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 2:</b>	Matthew Cooney		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/Alana Gramer/		
<b>DATE SIGNED:</b>	12/18/2017		
<b>Total Attachments: 10</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ABS LABS, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 18, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Trust, National Association

Street Address: 1100 North Market Street

City: Wilmington

State: DE

Country: USA Zip: 19890

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

4,926,404

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MSPEC

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Matthew Cooney c/o Paul Hastings LLP

Internal Address: \_\_\_\_\_

Street Address: 200 Park Avenue, 28th Floor

City: New York

State: NY Zip: 10166

Phone Number: 212-318-6532

Docket Number: \_\_\_\_\_

Email Address: alanagramer@paulhastings.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ ALANA GRAMER

12/18/2017

Signature

Date

ALANA GRAMER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified and in effect from time to time, this "*Trademark Security Agreement*") is made as of December 18, 2017, by and between the Grantor listed on the signature pages hereof ("*Grantor*"), and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America, as administrative agent for the Lenders (as defined in the Credit Agreement, as defined below) (in such capacity, together with its successors and assigns in such capacity, "*Administrative Agent*", and referred to herein as "*Secured Party*").

### W I T N E S S E T H:

WHEREAS, pursuant to (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") by and among Alternative Biomedical Solutions LLC, a Delaware limited liability company ("*Borrower*"), the other Obligated Parties (as defined therein) from time to time party thereto, Capitala Finance Corp., a Maryland corporation, as Arranger Agent, Texas Capital Bank, National Association, a national banking association, as Revolving Agent, Documentation Agent, and L/C Issuer, Administrative Agent, and the lenders from time to time party thereto (the "*Lenders*"), the Lenders agreed to extend credit to Borrower from time to time pursuant to the terms and conditions thereof, and (b) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") by and among Borrower, Grantor, the other Grantors (as defined therein) from time to time party thereto, and Secured Party, the Grantor along with the other Grantors (as defined therein) agreed to grant a first priority, continuing security interest in the Collateral (as defined therein) as set forth therein pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of the Lenders, this Trademark Security Agreement and the value and consideration and benefit received and to be received by Grantor, as a result of Lenders' extension of credit to Borrower is a substantial and direct benefit to Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, for the benefit of the Lenders, a first priority, continuing security interest in and to and lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of Grantor's United States and foreign trademarks, trade names, 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, all registrations and applications for any of the foregoing, including, but not limited to:

- (i) the registrations and applications referred to on *Schedule 1*;
- (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 the foregoing;
- (iv) the right to sue for past, present and future infringement, violation or dilution of any of the foregoing (including damages) or for any injury to goodwill;
- (v) all products and Proceeds (as defined in the Security Agreement) of the foregoing, including any income, royalties, and awards and any claim by the Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License (collectively, subparts (i), (ii), (iii), (iv) and (v) hereof, "*Trademarks*"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder), including each agreement referred to on *Schedule I* hereto (this subpart (b), "*Licenses*"), including but not limited to the rights to receive fees, royalties and other compensation under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the first priority, continuing security interest created hereby secure the payment and performance of all the Secured Obligations (as defined in the Security Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations (as defined in the Security Agreement) and would be owed by Grantor to Secured Party, any other Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party, for the benefit of the Lenders, pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party, at the direction of Required Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any

such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this *Section 5*, Grantor hereby authorizes Secured Party, at the direction of Required Lenders, to unilaterally modify this Trademark Security Agreement by amending *Schedule I* to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Secured Party's first priority, continuing security interest, for the benefit of the Lenders, in all Collateral, whether or not listed on *Schedule I*.

6. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, notwithstanding anything herein to the contrary, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses for Trademarks subject to a security interest hereunder.

7. RECORDATION. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

8. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. SECTIONS 12.12 AND 12.18 OF THE CREDIT AGREEMENT. THE TERMS OF SECTIONS 12.12 AND 12.18 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

11. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

12. FINAL AGREEMENT. **THIS TRADEMARK SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT WITH RESPECT TO GUARANTEED OBLIGATIONS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, 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.

GRANTOR:

**ABS LABS, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_

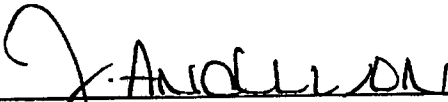
Name: Kenneth Lau

Title: President



ACCEPTED AND  
ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Secured Party

By:   
Name: Jennifer K. Anderson  
Title: Assistant Vice President

Signature Page to Trademark Security Agreement

4842-2070-4344

TRADEMARK  
REEL: 006231 FRAME: 0617

**SCHEDULE I**  
TO  
**TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks**

<b>COUNTRY</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
USA	MSPEC	4,926,404	03/29/2016

**Pending Trademark Applications**

None.