

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662195

| | | | |
|---|-------------------------------|-------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Food Safety Net Services, Ltd. | | 07/23/2021 | Limited Partnership: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation | | |
| Street Address: | 245 PARK AVENUE, 44TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3638485 | FOOD SAFETY NET SERVICES | |
| Registration Number: | 5412951 | FSNS FOOD SAFETY NET SERVICES | |
| Registration Number: | 3639465 | FSNET | |
| Registration Number: | 5379689 | FSNET | |
| Registration Number: | 4373655 | FSNS CERTIFICATION AUDIT | |
| Registration Number: | 6103606 | FSNS LAB+ | |
| Registration Number: | 5939729 | EMMA | |
| Serial Number: | 90380686 | EMMA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 212-969-3000 | | |
| Email: | ypan@proskauer.com | | |
| Correspondent Name: | Daniel C. Pollick | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 11668-467 | | |
| NAME OF SUBMITTER: | Daniel C. Pollick | | |

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| | |
|---|---------------------|
| SIGNATURE: | /Daniel C. Pollick/ |
| DATE SIGNED: | 07/23/2021 |
| Total Attachments: 5 source=Sunrise - Trademark Security Agreement (Executed)#page1.tif source=Sunrise - Trademark Security Agreement (Executed)#page2.tif source=Sunrise - Trademark Security Agreement (Executed)#page3.tif source=Sunrise - Trademark Security Agreement (Executed)#page4.tif source=Sunrise - Trademark Security Agreement (Executed)#page5.tif | |

TRADEMARK SECURITY AGREEMENT, dated as of July 23, 2021 (this “Agreement”), among Food Safety Net Services, Ltd. (the “Grantor”) and Ares Capital Corporation, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement, dated as of July 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Laboratories Midco LLC, a Delaware limited liability company (“Initial Holdings”), Laboratories Bidco LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto, Ares Capital Corporation, as Administrative Agent and the Collateral Agent and (b) the Amended and Restated U.S. Collateral Agreement, dated of July 23, 2021 (as amended, supplemented or otherwise modified from time to time, the “U.S. Collateral Agreement”), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, 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 all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the U.S. Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. U.S. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FOOD SAFETY NET SERVICES, LTD., as
Grantor**

By  _____
Name: Douglas Shepard
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007363 FRAME: 0623**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**FOOD SAFETY NET SERVICES, LTD., as
Grantor**

By _____
Name: _____
Title: _____

**ARES CAPITAL CORPORATION, as Collateral
Agent**






By Penni Roll
Name: Penni Roll
Title: Authorized Signer

Schedule I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|------------|-------------|------------------|-------------------|
| FOOD SAFETY NET SERVICES | 77/598,768 | 10/23/08 | 3,638,485 | 6/16/09 |
|  | 87/576,671 | 8/21/17 | 5,412,951 | 2/27/18 |
| FSNET | 77/627,310 | 12/5/08 | 3,639,465 | 6/16/09 |
|  | 87/497,144 | 6/20/17 | 5,379,689 | 1/16/18 |
|  | 85/707,598 | 8/20/12 | 4,373,655 | 7/23/13 |
|  | 88/592,224 | 8/26/19 | 6,103,606 | 7/14/20 |
| EMMA | 88/209,189 | 11/28/18 | 5,939,729 | 12/17/19 |
|  | 90/380,686 | 12/14/20 | - | - |