

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioCare, Inc.		11/05/2021	Corporation:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Agent		
Street Address:	333 S. Hope Street, Suite 1900		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6049260	BIOCARESD CONNECT	
Registration Number:	5853298	BIOCARESD	
Registration Number:	5853299	BIOCARESD	
Registration Number:	4903665	BIOCARE	
Registration Number:	4544705	CANYONCARE RX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27729-30640		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/05/2021		

CH \$140.00 6049260

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 5, 2021, by the Grantor listed on the signature pages hereof (the “Grantor”) and BANK OF AMERICA, N.A., as agent for the Credit Parties (in such capacity, together with its successors and assigns, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of November 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantors (as defined therein) and the Agent, the Grantor has agreed to execute and deliver to the Agent, this Trademark Security Agreement; and

WHEREAS, in order to induce the Agent and the Credit Parties to make the Loans and incur the obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement (referred to therein), as the context requires.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Agent, for the benefit of the Credit Parties, a continuing security interest in all of such 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 Trademarks of such Grantor, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all Trademark licenses to which such Grantor is a party;

(d) all goodwill of the Grantor associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, 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 Obligations and would be owed by the Grantor to the Agent or the Credit Parties whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Credit Parties 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.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the 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 the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. 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 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 other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement 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 refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Security Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid in full in cash and no commitments of the Agent or the Credit Parties which would give rise to any Obligations are outstanding.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles, except federal laws relating to national banks.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed as of the date set forth above.

BIOCARE, INC.

By: 

Name: Scott Steinman

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007485 FRAME: 0056

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Agent

By: Robert Bleichner

Name: Robert Bleichner

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007485 FRAME: 0057

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
BioCare, Inc.	BIOCARESD CONNECT	88394256	April 19, 2019	6049260	May 5, 2020
BioCare, Inc.	BIOCARESD	88168007	October 24, 2018	5853298	September 3, 2019
BioCare, Inc.	BioCare SD	88168019	October 24, 2018	5853299	September 3, 2019
BioCare, Inc.	BIOCARE	86391134	September 10, 2014	4903665	February 23, 2016
BioCare, Inc.	CANYONCARE RX	85878702	March 18, 2013	4544705	June 3, 2014