

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Biocare Medical LLC		12/09/2021	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Varagon Capital Partners Agent, LLC, as Administrative Agent		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90075990	ULTRALINE	
<b>Serial Number:</b>	77349622	INTELLIPATH FLX	
<b>Serial Number:</b>	77408125	PIN-4	
<b>Serial Number:</b>	87485352	VALENT	
<b>Serial Number:</b>	87537548	BIOCARE	
<b>Serial Number:</b>	87537543	BIOCARE	
<b>Serial Number:</b>	87537538	BIOCARE	
<b>Serial Number:</b>	87537532	BIOCARE	
<b>Serial Number:</b>	87537522	BIOCARE	
<b>Serial Number:</b>	88021569	ONCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$265.00 90075990

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	12/09/2021
<b>Total Attachments: 5</b> source=varagon biocare trademark security agreement final 2021#page1.tif source=varagon biocare trademark security agreement final 2021#page2.tif source=varagon biocare trademark security agreement final 2021#page3.tif source=varagon biocare trademark security agreement final 2021#page4.tif source=varagon biocare trademark security agreement final 2021#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC ("Varagon"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 9, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Biocare Medical LLC, a California limited liability company (the "Borrower"), the other Loan Parties, the Lenders and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, excluding any Excluded Property, as defined in the Guaranty and Security Agreement (the "Trademark Collateral"):

(a) all of its Trademarks and all material IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

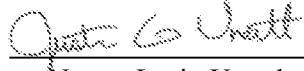
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

BIOCARE MEDICAL LLC  
as Grantor

By:   
Name: Justin Unertl  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,  
as Administrative Agent

By: Varagon Capital Partners, L.P., as its sole Member

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each 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.

BIOCARE MEDICAL LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,  
as Administrative Agent

By: Varagon Capital Partners, L.P. as its sole Member

By: \_\_\_\_\_  
Name: Brian Carroll  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007524 FRAME: 0223**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Name	Jurisdiction	Reg. No.	App. No.	Reg. Date	App. Date	Owned/Licensed
ULTRALINE	USA	N/A	90075990	N/A	7/27/2020	Owned by the Company
INTELLIPATH FLX	USA	3793629	77349622	5/25/2010	12/11/2007	Owned by the Company
PIN-4	USA	3803676	77408125	6/15/2010	2/28/2008	Owned by the Company
VALENT	USA	5751958	87485352	5/14/2019	6/13/2017	Owned by the Company
BIOCARE	USA	5556839	87537548	09/04/2018	7/21/2017	Owned by the Company
BIOCARE	USA	5556838	87537543	09/04/2018	7/21/2017	Owned by the Company
BIOCARE	USA	5556837	87537538	09/04/2018	7/21/2017	Owned by the Company
BIOCARE	USA	5556836	87537532	09/04/2018	7/21/2017	Owned by the Company
BIOCARE	USA	5576922	87537522	10/02/2018	7/21/2017	Owned by the Company
ONCORE	USA	6486614	88021569	9/14/2021	06/29/2018	Owned by the Company