

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLYMEDCO LLC		06/06/2022	Limited Liability Company: NEW YORK
POLYMEDCO CANCER DIAGNOSTIC PRODUCTS LLC		06/06/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2670913	BTA	
Registration Number:	2111161	BTA STAT	
Registration Number:	2546239	BTA TRAK	
Serial Number:	90026816	COV-CHEK	
Registration Number:	4016916	FIT-CHEK	
Registration Number:	3005144	FOBT-CHEK	
Registration Number:	4979079	GET FIT	
Registration Number:	3703198	OC-LIGHT	
Registration Number:	2580953	POLY STAT	
Registration Number:	2539530	POLYMEDCO	
Registration Number:	3027321	SED-CHEK	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435647		

OP \$290.00 2670913

Email: cfraser@mcguirewoods.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1230 Peachtree Street, Suite 2100
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: Polymedco - 2060236.0201

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 06/06/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2022, is made by Polymedco LLC, a New York limited liability company (“Polymedco”), Polymedco Cancer Diagnostic Products LLC, a New York limited liability company (together with Polymedco, each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 6, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among by and among (i) Pegasus Intermediate LLC, a New York limited liability company (“Holdings”), (ii) Polymedco (together with any other Person that executed a joinder to the Credit Agreement from time to time as an additional borrower, collectively the “Borrowers” and each individually a “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each 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, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the 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. 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 the Agent for the benefit of the Secured Parties, and grants to the 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 (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. 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 5. 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.

Very truly yours,

POLYMEDCO LLC
as Grantor


By: 
Name: Frances Spinelli
Title: Chief Financial Officer

POLYMEDCO CANCER DIAGNOSTIC
PRODUCTS LLC
as Grantor

By: 
Name: Frances Spinelli
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written.

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By. 
Name Peter Itz
Title Its Duly Authorize Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Country	Trademark	Status	App./Reg No.	Reg. / App. Date	Owner Name
U.S.	BTA	Registered	2670913	January 7, 2003	Polymedco Cancer Diagnostic Products LLC
U.S.	BTA STAT	Registered	2111161	November 4, 1997	Polymedco Cancer Diagnostic Products LLC
U.S.	BTA TRAK	Registered	2546239	March 12, 2002	Polymedco Cancer Diagnostic Products LLC
U.S.	COV- CHEK	Pending	90026816	June 29, 2020	Polymedco LLC
U.S.	FIT-CHEK	Registered	4016916	August 23, 2011	Polymedco Cancer Diagnostic Products LLC
U.S.	FOBT- CHEK	Registered	3005144	October 4, 2005	Polymedco Cancer Diagnostic Products LLC
U.S.	GET FIT	Registered	4979079	June 14, 2016	Polymedco Cancer Diagnostic Products LLC
U.S.	OC-LIGHT	Registered	3703198	October 27, 2009	Polymedco Cancer Diagnostic Products LLC
U.S.	POLY STAT	Registered	2580953	June 18, 2002	Polymedco LLC
U.S.	POLYMED CO	Registered	2539530	February 19, 2002	Polymedco Cancer Diagnostic Products LLC
U.S.	SED-CHEK	Registered	3027321	December 13, 2005	Polymedco LLC