TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM746980 Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silverchair Science + Communications, LLC		08/09/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent	
Street Address:	111 S. Wacker Dr., 36th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	4065825	SEMEDICA	
Registration Number:	5334576	THE SILVERCHAIR PLATFORM	
Registration Number:	3542749	SILVERCHAIR	

CORRESPONDENCE DATA

Fax Number: 3128637867

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.

Phone: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Jaclyn Di Grande - Paralegal **Correspondent Name:**

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.080
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/09/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of August 9, 2022, is made by SILVERCHAIR SCIENCE + COMMUNICATIONS, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of Twin Brook Capital Partners, LLC, as agent (in such capacity, "<u>Agent</u>") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto ("<u>Trademarks</u>");

WHEREAS, reference is made to that certain Credit Agreement dated as of August 9, 2022 (as amended, restated, supplemented or modified from time to time, the "<u>Credit Agreement</u>") among Grantor, as borrower, the other borrowers from time to time party thereto, the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the "<u>Lenders</u>") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of August 9, 2022 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) Trademarks, including those listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);
 - (b) all extensions and renewals of any of the foregoing;
- (c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- (d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any Trademarks listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made

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and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SILVERCHAIR SCIENCE + COMMUNICATIONS, LLC, a Delaware limited liability company

By: A Vanstone

Name: Alexis Vanstone

Title: Vice President

ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS,

LLC, as Agent

By Kimber Prick (Aug 7, 2022 22:12 CDT)

Name: Kim Trick

Title: Head of Underwriting

Signature Page to Tradmark Security Agreement

TRADEMARK
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SCHEDULE 1

to

Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Grantor</u>	Trademark Name	Reg. No	Reg. Date
Silverchair Science + Communications, LLC	SEMEDICA	4065825	12/6/11
Silverchair Science + Communications, LLC	The silverchair platform	5334576	11/14/17
Silverchair Science + Communications, LLC	Silverchair	3542749	12/9/08

TRADEMARK APPLICATIONS

<u>Grantor</u>	Trademark Name	App. No	App. Date
None.			

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RECORDED: 08/09/2022