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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

sion v1.1 ETAS ID: TM795062

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alimetrix, Inc.		03/16/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent	
Street Address:	111 South Wacker Drive	
Internal Address:	36th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark			
Serial Number:	88189915	STI-METRIX			
Serial Number:	87050542	GI-METRIX			
Serial Number:	87050575	ORAL-METRIX			
Serial Number:	87050641	ENT-METRIX			
Serial Number:	86881979	RELEVANT DIAGNOSTICS EMPOWERING ACTIONAB			
Serial Number:	88869779	SIMPLYTEST			

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562

Email: joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

Address Line 2: 50 Rockefeller Plaza

Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold./
DATE SIGNED:	03/16/2023

TRADEMARK
REEL: 008006 FRAME: 0027

900758153

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 16th day of March, 2023 by ALIMETRIX, INC., a Delaware corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Spectrum Buyer, LLC a Delaware limited liability company ("Spectrum Buyer"), and Go-2 Fulfillment Company, LLC, an Utah limited liability company ("Go-2"; Spectrum Buyer, Grantor, Go-2 and each other Person who executes a joinder agreement in form and substance satisfactory to Agent and Borrower Representative and becomes a "Borrower" thereunder with the consent of Agent and Borrower Representative, the "Borrowers"), Spectrum Intermediate, LLC, a Delaware limited liability company ("Holdings"), the financial institutions party thereto from time to time as Lenders and Grantee have entered into a certain Credit Agreement dated as of March 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of March 5, 2021, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement</u>. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:
 - (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.
- 4. <u>Governing Law.</u> This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.
 - Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALIMETRIX, INC., a Delaware corporation

By: David Colbert

Name: David Colbert

Its: Chief Financial Officer

~DocuSigned by:

Agreed and Accepted As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,

as Agent

By: Drow Gugetto Montes, 2023 Gould CDV)

Name: Drew Guyette Title: Chief Credit Officer

Trademark Security Agreement

SCHEDULE A

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
STI-METRIX	88189915	11/12/18	5780474	6/18/19
GI-Metrix	87050542	5/26/16	5118761	1/10/17
ORAL-Metrix	87050575	5/26/16	5118763	1/10/17
ENT-Metrix	87050641	5/26/16	5118768	1/10/17
Relevant Diagnostics Empowering Actionable Therapy	86881979	1/21/16	5079707	11/8/16

Trademark Applications

	Application No.		No.	Registration Date
SimplyTest	88869779	4/13/2020	N/A	N/A

RECORDED: 03/16/2023