

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826478

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|---|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Biomerics, LLC | | 07/21/2023 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Toronto Dominion (Texas) LLC | | |
| Street Address: | TD North Tower, 26th Floor, 77 King St. West | | |
| City: | Toronto | | |
| State/Country: | ONTARIO | | |
| Postal Code: | M5K 1A2 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4071207 | QUADRAPLAST | |
| Registration Number: | 4053587 | QUADRATHANE | |
| Registration Number: | 4053586 | QUADRAFLEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 07/24/2023 | | |
| Total Attachments: 4 | | | |
| source=7-24-2023 Biomerics-TM#page1.tif | | | |
| source=7-24-2023 Biomerics-TM#page2.tif | | | |
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CH \$90.00 4071207

TRADEMARK COLLATERAL AGREEMENT

This 21st day of July, 2023, Biomerics, LLC, a Utah limited liability company (the “**Debtor**”) with its principal place of business and mailing address at 6030 West Harold Gatty Drive, Salt Lake City, UT 84116, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to TORONTO DOMINION (TEXAS) LLC (“**TD**”), with its mailing address at TD North Tower, 26th Floor, 77 King St. West Toronto, Ontario, M5K 1A2 (Attention: Loan Syndications - Agency), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (TD acting as such administrative agent and any successor(s) or assign(s) to TD acting in such capacity being hereinafter referred to as the “**Agent**”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on SCHEDULE A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on SCHEDULE A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated July 21, 2023 (the “**Security Agreement**”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BIOMERICS, LLC

by ^{DocuSigned by:} Travis Sessions
SD6222090222433
Name: Travis Sessions
Title: President & CEO

Accepted and agreed to as of the date and year first above written.

TORONTO DOMINION (TEXAS) LLC,
as Agent

by _____
Name:
Title:

Name:
Title:

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BIOMERICS, LLC

by _____
Name:
Title:

Accepted and agreed to as of the date and year first above written.

TORONTO DOMINION (TEXAS) LLC,
as Agent

by  _____
Name: Hughroy Enniss
Title: Authorized Signatory

Name:
Title:

SCHEDULE A

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| MARKS | REG. No. | GRANTED |
|-------------|----------|-------------------|
| QUADRAPLAST | 4071207 | February 19, 2010 |
| QUADRATHANE | 4053587 | February 19, 2010 |
| QUADRAFLEX | 4053586 | February 19, 2010 |