## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM859628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAL TEC LABS, LLC		12/08/2023	Limited Liability Company: PENNSYLVANIA

#### **RECEIVING PARTY DATA**

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4535741	CAL TEC LABS

### CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

nancy.brougher@goldbergkohn.com Email:

Nancy J. Brougher, Paralegal **Correspondent Name:** 

Address Line 1: c/o Goldberg Kohn Ltd. Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.079
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/08/2023

#### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2023, is by CAL TEC LABS, LLC, a Pennsylvania limited liability company ("<u>Grantor</u>"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("<u>Agent</u>") for the Lenders (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 25, 2022 by and among MTA Acquisition, LLC, a Delaware limited liability company ("MTA Acquisition"), Medical Technology Associates, LLC, a Florida limited liability company ("MTA LLC"), Energy Plus, LLC, a Pennsylvania limited liability company ("Energy Plus"), Precise Technical Solutions, LLC, a Pennsylvania limited liability company ("Precise"), Energy Plus Scientific LLC, a Pennsylvania limited liability company ("Scientific"), ADSS LLC, d/b/a Advanced Decontamination & Sanitization Services, a Pennsylvania limited liability company ("ADSS"), Premier Medical, LLC, a Tennessee limited liability company ("Premier"), immediately after the consummation of the Micron Acquisition (as defined in the Fourth Amendment) and its joinder to the Credit Agreement, York Inspection and Testing Services, LLC, d/b/a MicronPA, a Pennsylvania limited liability company ("Micron"), immediately after the consummation of the Cal Tec Acquisition (as defined in the Fourth Amendment) and its joinder to the Credit Agreement, Grantor, and each other Person that is from time to time joined by mutual agreement as a borrower thereto (collectively with MTA Acquisition, MTA LLC, Energy Plus, Precise, Scientific, ADSS, Premier, Micron, and Grantor, "Borrowers" and each individually a "Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including without limitation by that certain Consent, Joinder and Amendment No. 4 to Credit Agreement of even date herewith (the "Fourth Amendment") among Borrowers, the Lenders, and Agent, the "Credit Agreement"), Agent and Lenders have agreed to make Loans, and the Issuing Lenders have agreed to issue Letters of Credit, for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor have executed and delivered to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, that certain Guarantee and Collateral Agreement dated as of July 25, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Credit Agreement, as applicable.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and

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TRADEMARK REEL: 008282 FRAME: 0764 interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
  - (b) all reissues, continuations or extensions of the foregoing:
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark License or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made 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 inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.
- 4. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

[signature page follows]

TRADEMARK REEL: 008282 FRAME: 0765 IN WITNESS WHEREOF, 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.

CAL TEC LABS, LLC, a Pennsylvania limited liability

company

Name: Valeri Marks

Title: Chief Executive Officer

## ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By:

Name: Kim Trick

Title: Managing Director

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## **TRADEMARKS**

Trademark	Applicatio n No.	Filing Date	Registratio n No.	Registration Date	Owner
CAL TEC LABS	85857088	02/22/13	4535741	05/27/14	CAL TEC LABS, LLC

## TRADEMARK APPLICATIONS

None.

TRADEMARK REEL: 008282 FRAME: 0768

**RECORDED: 12/08/2023**