

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covaris, LLC		02/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Blue Owl Capital Corporation, as administrative agent for the Secured Parties		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6054419	AFA-TUBE	
Registration Number:	5928360	TRUPOP	
Registration Number:	5867180	AFA-REVOLUTION	
Registration Number:	5863212	TRUSHEAR	
Registration Number:	5627628	BIOLOGY AT THE SPEED OF SOUND	
Registration Number:	4810888	AFA	
Registration Number:	5365424	AFA-ENERGETICS	
Registration Number:	5163010	AFA-NANOPARTICLE	
Registration Number:	5002368	TRUCOLLECT	
Registration Number:	4997298	TRUXTRAC	
Registration Number:	4361868	TRUCHIP	
Registration Number:	3727442	CRYOPREP	
Registration Number:	3573433	ADAPTIVE FOCUSED ACOUSTICS	
Registration Number:	3587702	COVARIS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269686
Email: ypan@proskauer.com,KBuckley@proskauer.com
Correspondent Name: Kathryn S. Buckley
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	56013.106
NAME OF SUBMITTER:	Yuming Pan
SIGNATURE:	Yuming Pan
DATE SIGNED:	02/07/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 7, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as the GRANTOR on the signature pages hereto (the “**Grantor**”) in favor of Blue Owl Capital Corporation, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of March 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor, and at the Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

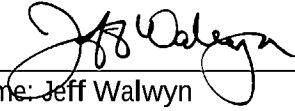
COVARIS, LLC, as the GRANTOR

DocuSigned by:
By: Tiffany Lewis
Name: Tiffany Lewis
Title: Chief People Officer

ACCEPTED AND ACKNOWLEDGED BY:

BLUE OWL CAPITAL CORPORATION, as
Administrative Agent

By: Blue Owl Credit Advisors LLC, its
Collateral Manager

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE A
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TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Serial Number	Registration Number	Trademark Title	Date Issued/ Registration Date	Issued/ Pending	Owner
United States	88327798	6054419	AFA-TUBE	5/12/2020	Issued	Covaris, LLC
United States	88193905	5928360	TRUPOP	12/3/2019	Issued	Covaris, LLC
United States	88327729	5867180	AFA-REVOLUTION	9/24/2019	Issued	Covaris, LLC
United States	88362834	5863212	TRUSHEAR	9/17/2019	Issued	Covaris, LLC
United States	87900339	5627628	BIOLOGY AT THE SPEED OF SOUND	12/11/2018	Issued	Covaris, LLC
United States	86181036	4810888	AFA	9/15/2015	Issued	Covaris, LLC
United States	86718000	5365424	AFA-ENERGETICS	12/26/2017	Issued	Covaris, LLC
United States	86717969	5163010	AFA-NANOPARTICLE	3/14/2017	Issued	Covaris, LLC
United States	86826218	5002368	TRUCOLLECT	7/19/2016	Issued	Covaris, LLC
United States	86823052	4997298	TRUXTRAC	7/12/2016	Issued	Covaris, LLC
United States	85395438	4361868	TRUCHIP	7/2/2013	Issued	Covaris, LLC
United States	77625252	3727442	CRYOPREP	12/22/2009	Issued	Covaris, LLC
United States	77255613	3573433	ADAPTIVE FOCUSED ACOUSTICS	2/10/2009	Issued	Covaris, LLC
United States	77084925	3587702	COVARIS	3/10/2009	Issued	Covaris, LLC