TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Assignment ID: TMI14476

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST HOSPITAL LABORATORIES, LLC		02/08/2024	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Company Name:	KEYBANK NATIONAL ASSOCIATION, as collateral agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114-1306		
Entity Type:	National Banking Association: OHIO		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	97760253	VAULT WORKFORCE SCREENING
Registration Number:	6061345	FS SOLUTIONS
Registration Number:	6055202	VAULT HEALTH
Registration Number:	6009746	VAULT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Mr. Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

36990.00010 Address Line 2:

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	36990.00010	
NAME OF SUBMITTER:	JAVIER RAMOS	
SIGNATURE:	JAVIER RAMOS	
DATE SIGNED:	02/08/2024	

Total Attachments: 5

TRADEMARK REEL: 008340 FRAME: 0926

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 8, 2024, by FIRST HOSPITAL LABORATORIES, LLC ("**Grantor**") in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement (defined below)) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to the Supplement No. 1, dated as of the date hereof ("Supplement No. 1"), to that certain Security Agreement, dated as of November 29, 2022 (as supplemented by Supplement No. 1 and as further supplemented, amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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 in Trademark Collateral. The Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages and payments then and thereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and
 - (c) all rights to sue for past, present and future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. <u>Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.</u>

- (a) The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.
- (b) Each party to this Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Trademark Security Agreement will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

FIRST HOSPITAL LABORATORIES, LLC

By:

Name: Steven Barnett

Title: Executive Vice President and Secretary

REEL: 008340 FRAME: 0930

KEYBANK NATIONAL ASSOCIATION, as Collateral Agent

Name: Tad L. Stainbrook

Title: Senior Vice President

REEL: 008340 FRAME: 0931

Schedule I Trademark Registrations and Use Applications

Country	Application No.	Registration No.	Title
United States of America	87558042	6061345	FS SOLUTIONS
United States of America	97760253	N/A	VAULT WORKFORCE SCREENING
United States of America	88977400	6055202	VAULT HEALTH
United States of America	88976693	6009746	VAULT

RECORDED: 02/08/2024