

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI60769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meyer Laboratory, LLC		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Ares Capital Corporation, as collateral agent		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6761451	M MEYER	
Registration Number:	6541180	M GREAT PEOPLE. GREAT WORK.	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269883		
Email:	ypan@proskauer.com,GPodolan@proskauer.com		
Correspondent Name:	Garret Podolan		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One international Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11668-656		
NAME OF SUBMITTER:	Yuming Pan		
SIGNATURE:	Yuming Pan		
DATE SIGNED:	02/29/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 29, 2024, (this “Agreement”), by Meyer Laboratory, LLC (the “Grantor”) in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of February 29, 2024, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of February 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Meyer Laboratory, LLC, a Delaware limited liability company (the “Borrower”), Meyer Intermediate, LLC, a Delaware limited liability company (“Holdings”), the Restricted Subsidiaries of the Borrower from time to time party thereto as guarantors, the Lenders from time to time party thereto and Ares Capital Corporation, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, together with its permitted successors and permitted assigns, in such capacity, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto (other than, for the avoidance of doubt, any intent-to-use (or similar) Trademark applications prior to the accepted filing of a “Statement of Use” or “Amendment to Allege Use” or similar notice with respect thereto);
- B. all Patents, including the Patent issuances and pending applications for issuance in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

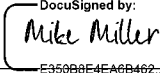
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEYER LABORATORY, LLC

By: 
Name: Mike Miller
Title: President

SCHEDULE I

ISSUED TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Meyer Laboratory, LLC	6541180	M GREAT PEOPLE. GREAT WORK.
Meyer Laboratory, LLC	6761451	

TRADEMARK APPLICATIONS

None.

SCHEDULE II

ISSUED PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

#97905216v3

TRADEMARK
REEL: 008357 FRAME: 0472

SCHEDULE III

ISSUED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

#97905216v3

RECORDED: 02/29/2024

**TRADEMARK
REEL: 008357 FRAME: 0473**