

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1212054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPD Management, Inc. (d/b/a Versant DX)		05/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Principal Global Investors, LLC, as Agent		
Street Address:	801 Grand Avenue		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50309		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97847795	VERSANT DIAGNOSTICS	
Serial Number:	97847806	V VERSANT DIAGNOSTICS	
Serial Number:	97847818	V VERSANT DIAGNOSTICS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	395998-6		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	Kristin Brozovic		
DATE SIGNED:	05/06/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2024, is made VPD Management, Inc. (d/b/a Versant DX), a Delaware corporation (“Versant”), the entity listed on the signature page hereof (the “Grantor”), in favor of Principal Global Investors, LLC, a Delaware limited liability company (“Principal”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 2, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders from time to time party thereto and Principal, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of November 2, 2021 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be granted in, any "intent to use" Trademark or Trademark applications for which a statement of use has not been filed (but only until such statement is filed)

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

Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

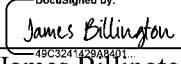
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

VPD Management, Inc., as Grantor

By: 
Name: James Billington
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first written above:

PRINCIPAL GLOBAL INVESTORS, LLC,
as Agent

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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.

Very truly yours,

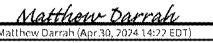
VPD Management, Inc., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

PRINCIPAL GLOBAL INVESTORS, LLC,
as Agent

By: 
Name: Timothy Warrick
Title: Managing Director – Alternative Credit

By: 
Matthew Darrah (Apr. 30, 2024 14:22 EDT)
Name: Matthew Darrah
Title: Managing Director - Underwriting

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008421 FRAME: 0191

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Title	Application No.	Application Date	Registration No.	Registration Date	Status	Owner
VERSANT DIAGNOSTICS	97847795	3/20/23	N/A	N/A	Pending	VPD Management, Inc.
V VERSANT DIAGNOSTICS	97847806	3/20/23	N/A	N/A	Pending	VPD Management, Inc.
V VERSANT DIAGNOSTICS	97847818	3/20/23	N/A	N/A	Pending	VPD Management, Inc.