

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI78622

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ALPHA MEASUREMENT SOLUTIONS, LLC	12/20/2023
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	CIBC BANK USA
<b>Street Address:</b>	120 S. LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8815156
Patent Number:	8951472
Patent Number:	9423389
Patent Number:	9511365
Application Number:	63587340
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	704925-6060
<b>Email:</b>	slott@seyfarth.com
<b>Correspondent Name:</b>	Stephen Lott
<b>Address Line 1:</b>	300 S. Tryon Street
<b>Address Line 2:</b>	Suite 400
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202
<b>ATTORNEY DOCKET NUMBER:</b>	058550-000097
<b>NAME OF SUBMITTER:</b>	STEPHEN LOTT
<b>SIGNATURE:</b>	STEPHEN LOTT
<b>DATE SIGNED:</b>	03/07/2024
<b>Total Attachments: 8</b>	

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2023, is by ALPHA MEASUREMENT SOLUTIONS, LLC, a Texas limited liability company ("Grantor"), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor, ALPHA MEASUREMENT HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), VATCO, LLC, a Texas limited liability company ("VATCO"), VL ACQUISITION CO., a Delaware corporation ("Buyer") have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

C. The Grantor, Holdings, VATCO and Buyer have entered into that certain Guaranty and Collateral Agreement dated as of December 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

D. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

E. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses (except to the extent constituting Excluded Collateral), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (except to the extent constituting Excluded Collateral), whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. 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 and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[SIGNATURE PAGE FOLLOWS]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**ALPHA MEASUREMENT  
SOLUTIONS, LLC,**  
a Texas limited liability company


By:   
Name: Andrew L. Hall  
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement ]

**PATENT  
REEL: 066685 FRAME: 0191**

ACKNOWLEDGED:


CIBC BANK USA  
as Administrative Agent

By:   
\_\_\_\_\_  
Andrew Kindelin  
Managing Director

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. Trademark Registrations

<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>	<u>Status</u>
ANDALYZE	U.S.	77-836,048 / 09-28-2009	4,118,946 / 03-27-2012	Alpha Measurement	Dead / Cancelled
	U.S.	77-836,054 / 09-28-2009	4,118,947 / 03-27-2012	Alpha Measurement	Dead / Cancelled
POWERED BY DNA	U.S.	77-836,061 / 09-28-2009	4,118,948 / 03-27-2012	Alpha Measurement	Dead / Cancelled

The Trademarks set forth above were assigned by ANDalyze, Inc. to AlpHa Measurement in accordance with that certain Trademark Assignment, dated as of December 16, 2021.

U.S. Trademark Applications

None

State Trademark Registrations

None

Non-U.S. Trademark Registrations

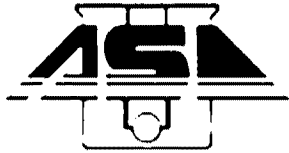
None

Non-U.S. Trademark Applications

None

Common Law Trademarks and Trade Names

AlpHa Measurement Solutions, LLC  
AlpHa Measurement Solutions  
Analytical Sensors & Instruments, Ltd.  
Analytical Sensors & Instruments, Inc.  
Analytical Sensors & Instruments  
ASI  
ASI Sensors  
Measuring Your Success  
TesTrode  
DuoChek  
ANDalyze  
Fluorometrics Instruments





SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>US Patent Number</u>	<u>Title</u>
8,815,156	Sensor housing and reagent chemistry
8,951,472	Portable fluorimetric apparatus, method and system
9,423,389	Portable fluorimetric apparatus, method and system
9,511,365	Sensor housing and reagent chemistry

Patents #8,815,156 and #8,951,472 set forth above were assigned by ANDalyze, Inc. to AlpHa Measurement in accordance with that certain Patent Assignment, dated as of December 16, 2021.

Patents #9,423,389 and #9,511,365 set forth above were assigned by ANDalyze, Inc. to AlpHa Measurement in accordance with that certain Patent Assignment, dated as of December 15, 2021.

PATENT APPLICATIONS:

<u>US Patent Application Number</u>	<u>Title</u>
63/587,340	Small form factor optical head for fluorometer

PATENT LICENSES

Pursuant to that certain Non-Exclusive Patent License Agreement, dated as of March 7, 2022, by and between the Board of Trustees of the University of Illinois (the “University”) and Alpha Measurement, the University grants to Alpha Measurement the non-exclusive right to use the following patents:

- TF00027-CON: US patent No. 7,902,353
- TF02034-US: US patent No. 6,890,719
- TF02034-CON: US patent No. 7,332,283
- TF02034-CON2: US patent No. 8,043,802
- TF02034-CON3: US patent No. 7,906,320

Pursuant to that certain Development, License and Commercialization Agreement, dated as of March 29, 2022, by and between Alpha Measurement and ANB Sensors Ltd. (company number 9526512), a private limited company organized under the laws of England and Wales ("ANB Sensors"), ANB Sensors grants to Alpha Measurement the non-exclusive right to use all intellectual property owned or exclusively controlled by ANB Sensors that relates to ANB Sensors' reference electrode compensation system.