

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LABVANTAGE SOLUTIONS INC.		12/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4578762	LABVANTAGE	
Registration Number:	2816026	LABVANTAGE	
Registration Number:	2826800	SQL*LIMS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	212-506-5150		
Email:	achen@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	41901-12		
NAME OF SUBMITTER:	Bradford S. Breen		
SIGNATURE:	/Bradford Breen/		
DATE SIGNED:	01/06/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 29, 2015 (as amended, restated, supplemented or otherwise modified, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (each a “Grantor” and collectively the “Grantors”) in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent for the benefit of the Secured Parties (in such capacity together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS the Grantors are party to a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the “Security Agreement”) among the Grantors and the other grantors from time to time party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this 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 Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Security Agreement and the Credit Agreement (as defined in the Security Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantors, as security for the payment and performance in full of the Secured Obligations of the Grantors (including, if a Grantor is a Guarantor, the Secured Obligations of the Grantors arising under the Guaranty), hereby pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grant to the Collateral 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 any Grantor (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or in any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of itself and the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 (as such terms and provisions may be amended or otherwise modified in accordance with the terms of the Security Agreement and the Credit Agreement) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantors hereby authorize and request that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Collateral Agent shall, at the expense of the Grantors, execute all documents, make all filings and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

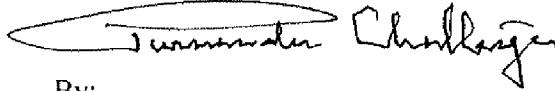
SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned Grantors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LABVANTAGE SOLUTIONS, INC., as Grantor

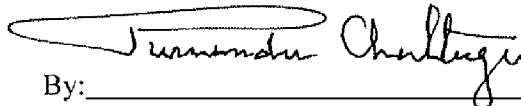


By: _____

Name: Purnendu Chatterjee

Title: Chief Operating Officer

LABVANTAGE SOLUTIONS LIMITED,
a limited liability company registered in the
Republic of Cyprus with its registered address at 77
Strovolos Avenue, Strovolos Center, office 204,
2018 Strovolos, Nicosia, Cyprus under registration
number 208144, as Grantor



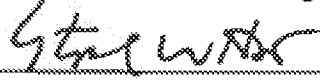
By: _____

Name: Purnendu Chatterjee

Title: Director

Acknowledged and Agreed:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent**

By: 

Name: Stephen W. Hipp

Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Mark	Registered Owner	Country	Registration #	Renewal Date
LABVANTAGE	LabVantage Solutions Inc.	United States	4578762	August 5, 2020
LABVANTAGE	LabVantage Solutions Inc.	United States	2816026	February 24, 2024
SQL*LIMS	LabVantage Solutions Inc.	United States	2826800	March 30, 2024
LABVANTAGE	LabVantage Solutions Inc.	Community Trademark	6073548	July 5, 2017
LABVANTAGE	LabVantage Solutions Inc.	Community Trademark	12479259	January 1, 2024
SQL*LIMS	LabVantage Solutions Inc.	Community Trademark	7032642	July 3, 2018

Schedule A

OHSUSA:762666548

RECORDED: 01/06/2016

TRADEMARK
REEL: 005703 FRAME: 0756