# OP \$365.00 97084573

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM693923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AGENA BIOSCIENCE, INC.		12/09/2021	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	10 SOUTH DEARBORN, FLOOR L2, SUITE IL 1-0480	
Internal Address:	Middle Marketing Service	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603-2300	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	97084573	AGENA CLEARSEEK
Serial Number:	88785169	CLEARSEEK
Serial Number:	88284228	LIQUIDIQ
Serial Number:	88173480	ULTRASEEK
Serial Number:	88143725	TYPERDX
Serial Number:	88052300	VERIDOSE
Serial Number:	86421039	LUNGFUSION
Serial Number:	86309704	AGENA BIOSCIENCE
Serial Number:	86069315	HEMO ID
Serial Number:	78979370	EPITYPER
Serial Number:	78521743	IPLEX
Serial Number:	76379539	MASSARRAY
Serial Number:	76227337	MASSEXTEND
Serial Number:	75982140	SPECTROCHIP

### **CORRESPONDENCE DATA**

**Fax Number:** 3038931379

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.

TRADEMARK
REEL: 007525 FRAME: 0610

900661877

**Phone:** 3038927439

**Email:** ip-docketing@dgslaw.com

Correspondent Name: DAVIS GRAHAM & STUBBS LLP
Address Line 1: 1550 17TH STREET, SUITE 500
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Kayla A. Tahti

SIGNATURE: /Kayla A. Tahti/

**DATE SIGNED:** 12/10/2021

**Total Attachments: 4** 

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# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of December 9, 2021 by and from AGENA BIOSCIENCE, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into (in the case of the Grantor, by joinder on the date hereof) a Credit Agreement dated as of March 5, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into (in the case of the Grantor, by joinder on the date hereof) a Pledge and Security Agreement dated as of March 5, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

## 2) <u>The Security Interest</u>.

- (a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations. Upon payment in full of all Secured Obligations, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.
- (b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in and to (1) the Trademarks, (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of

TRADEMARK REEL: 007525 FRAME: 0612 the Grantee to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

- 3) <u>Counterparts</u>. This Confirmatory Grant 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.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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TRADEMARK REEL: 007525 FRAME: 0613 IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

AGENA BIOSCIENCE, INC.

Name/John Sakys

Title Treasurer

Signature Page to Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK REEL: 007525 FRAME: 0614

**RECORDED: 12/10/2021**