

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731325

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUIDEL CORPORATION		05/27/2022	Corporation: DELAWARE
BIOHELIX CORPORATION		05/27/2022	Corporation: MASSACHUSETTS
DIAGNOSTIC HYBRIDS, INC.		05/27/2022	Corporation: OHIO
QUIDEL CARDIOVASCULAR INC.		05/27/2022	Corporation: DELAWARE
ORTHO-CLINICAL DIAGNOSTICS, INC.		05/27/2022	Corporation: NEW YORK
CRIMSON U.S. ASSETS LLC		05/27/2022	Limited Liability Company: DELAWARE
CRIMSON INTERNATIONAL ASSETS LLC		05/27/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	Gateway Village-900 Building
Internal Address:	NC1-026-06-09 (MacLegal), 900 W Trade St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	3669281	D3
Registration Number:	2802415	D3
Registration Number:	3332056	
Registration Number:	3359806	DIAGNOSTIC HYBRIDS
Registration Number:	2089687	ELVIRA
Registration Number:	5345951	ELVIRA
Registration Number:	2095463	ELVIS
Registration Number:	3923853	FASTPOINT

TRADEMARK

REEL: 007738 FRAME: 0617

900697613

OP \$2090.00 3669281

Property Type	Number	Word Mark
Registration Number:	2901005	FRESHFROZENCELLS
Registration Number:	2610533	READYCELLS
Registration Number:	2825102	THE POWER OF DIRECT DETECTION
Registration Number:	3811849	THYRETAIN
Registration Number:	2152490	TURBOTREAT
Registration Number:	4147342	AMPLIVUE
Registration Number:	3265816	BIOHELIX
Registration Number:	5365086	COMMUNIDY
Registration Number:	4400234	INFLAMMADRY
Registration Number:	3283566	ISOAMP
Registration Number:	4633388	KINETIC
Registration Number:	5464762	KINETIC CHECK
Registration Number:	4655329	LYRA
Registration Number:	3397700	ONE VISIT. ONE TEST. ONE TIME.
Registration Number:	3426296	QUICKVUE
Registration Number:	2103404	QUICKVUE IN-LINE
Registration Number:	2749808	QUICKVUE+
Registration Number:	5110309	QUIDEL
Registration Number:	2015305	QUIDEL
Registration Number:	1361265	QUIDEL
Registration Number:	5124615	Q QUIDEL
Registration Number:	3394456	QVB
Registration Number:	3621722	QVB · QUIDEL · VALUE · BUILD
Registration Number:	3738898	RESEARCH TO RAPIDS
Registration Number:	3577864	RESEARCH TO RAPIDS
Registration Number:	4983563	SAVANNA
Registration Number:	6634779	SAVANNA
Registration Number:	4212977	SOFIA
Registration Number:	4110272	SOFIA
Registration Number:	6153444	SOFIA
Registration Number:	5136921	SOFIA
Registration Number:	4814038	SOLANA
Registration Number:	3533510	TEST AND TREAT TODAY!
Registration Number:	2131718	
Registration Number:	4732296	VIRENA
Registration Number:	3666476	METERPRO
Registration Number:	3769856	TRIAGE
Registration Number:	3708708	TRIAGE

Property Type	Number	Word Mark
Registration Number:	1954150	TRIAGE
Registration Number:	2587242	TRIAGE CENSUS
Registration Number:	793551	AFFIRMAGEN
Registration Number:	762708	ANTIGRAM
Registration Number:	6702234	BECAUSE EVERY TEST IS A LIFE
Registration Number:	1224734	BIOCLONE
Registration Number:	2894203	E-CONNECTIVITY
Registration Number:	3847242	E-CONNECTIVITY
Registration Number:	3066283	ENGEN
Registration Number:	3758767	FETALSCREEN
Registration Number:	5238158	ID-MTS
Registration Number:	2698361	INTELLICHECK
Registration Number:	5401532	MTS
Registration Number:	4199211	ORTHO
Registration Number:	5247305	ORTHO CARE
Registration Number:	5106476	ORTHO CLINICAL DIAGNOSTICS
Registration Number:	4301675	ORTHO CONFIDENCE
Registration Number:	1659318	ORTHO CONFIDENCE SYSTEM
Registration Number:	5770112	ORTHO CONNECT
Registration Number:	6463950	ORTHO OPTIX
Registration Number:	4280249	ORTHO PLUS
Registration Number:	2988527	ORTHO PROVUE
Registration Number:	5324662	ORTHO SERA
Registration Number:	3931190	ORTHO VERSEIA
Registration Number:	5834850	ORTHO VISION
Registration Number:	5151743	ORTHOVISION
Registration Number:	4491796	POCKET BLOOD BANKER
Registration Number:	5476137	REIMAGINING WHAT'S POSSIBLE
Registration Number:	1188264	RESOLVE
Registration Number:	730261	SELECTOGEN
Registration Number:	6119361	SMART START
Registration Number:	1178722	SURGISCREEN
Registration Number:	6295531	VALUCHECK
Registration Number:	2128592	VALUMETRIX
Registration Number:	2126793	VITROS
Registration Number:	5204885	VITROS
Registration Number:	5492323	VITROS

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/31/2022

Total Attachments: 9

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, each of Quidel Corporation, a Delaware Corporation, BioHelix Corporation, a Massachusetts corporation, Diagnostic Hybrids, Inc., an Ohio corporation, Quidel Cardiovascular Inc. a Delaware corporation, Ortho-Clinical Diagnostics, Inc., a New York corporation, Crimson U.S. Assets LLC, a Delaware corporation and Crimson International Assets LLC, a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, QuidelOrtho Corporation, a Delaware corporation (“Borrower”), has entered into that certain Credit Agreement, dated as of May 27, 2022 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”) with the lenders, letter of credit issuers and other financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), and Bank of America, N.A., as Administrative Agent (in such capacity, “Secured Party”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more bilateral letter of credit facilities (collectively, the “Bilateral Letter of Credit Facilities”) with one or more Persons (in such capacity, collectively, “Bilateral Letter of Credit Facility Banks”);

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “Secured Hedge Agreements”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “Hedge Banks”);

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more cash management agreement (collectively, the “Secured Cash Management Agreements”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “Cash Management Banks”); and

WHEREAS, Grantors have executed and delivered that certain Guaranty Agreement, dated as of May 27, 2022 (said Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”) in favor of Secured Party for the benefit of the Beneficiaries (as defined in the Security Agreement), pursuant to which Grantors have guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and all obligations of Loan Parties (as defined in the Credit Agreement) under the Bilateral Letter of Credit Facilities, the Secured Hedge Agreements and the Secured Cash Management Agreements, including, without limitation, the obligation of Loan Parties to make payments under the Secured Hedge Agreements in the event of early termination thereof; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 27, 2022 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantors, Secured Party and the other grantors named therein, Grantors have created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral") to secure the Secured Obligations (as defined in the Security Agreement):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantors, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantors' business symbolized by the Trademarks and associated therewith; and

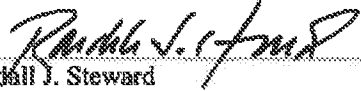
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

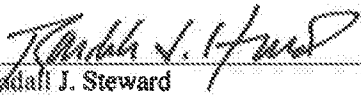
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IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day of May 27, 2022.

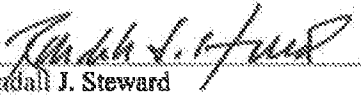
QUIDEL CORPORATION

By: 
Name: Randall J. Steward
Title: Treasurer

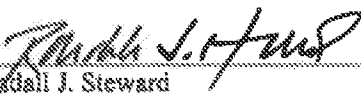
BIOHELIX CORPORATION

By: 
Name: Randall J. Steward
Title: Treasurer

DIAGNOSTIC HYBRIDS, INC.

By: 
Name: Randall J. Steward
Title: Treasurer

QUIDEL CARDIOVASCULAR INC.

By: 
Name: Randall J. Steward
Title: Treasurer

ORTHO-CLINICAL DIAGNOSTICS, INC.

By: _____
Name: _____
Title: _____

CRIMSON U.S. ASSETS LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Interest]

IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the day of _____, _____.

QUIDEL CORPORATION

By: _____
Name: _____
Title: _____

BIOHELIX CORPORATION

By: _____
Name: _____
Title: _____

DIAGNOSTIC HYBRIDS, INC.

By: _____
Name: _____
Title: _____

QUIDEL CARDIOVASCULAR INC.

By: _____
Name: _____
Title: _____

ORTHO-CLINICAL DIAGNOSTICS, INC.

By: _____
Name: Joseph M. Busky
Title: Chief Financial Officer

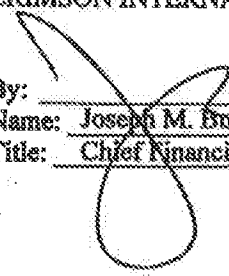
CRIMSON U.S. ASSETS LLC

By: _____
Name: Joseph M. Busky
Title: Chief Financial Officer

[Signature Page to Trademark Security Interest]

CRIMSON INTERNATIONAL ASSETS LLC

By: _____
Name: Joseph M. Busky
Title: Chief Financial Officer



[Signature Page to Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Diagnostic Hybrids, Inc.	3669281	D3
Diagnostic Hybrids, Inc.	2802415	D3 & Cube Design
Diagnostic Hybrids, Inc.	3332056	Design of Person/DNA Double Helix
Diagnostic Hybrids, Inc.	3359806	DIAGNOSTIC HYBRIDS
Diagnostic Hybrids, Inc. ¹	2089687	ELVIRA
Diagnostic Hybrids, Inc.	5345951	ELVIRA
Diagnostic Hybrids, Inc. ²	2095463	ELVIS
Diagnostic Hybrids, Inc.	3923853	FASTPOINT
Diagnostic Hybrids, Inc.	2901005	FRESHFROZENCELLS
Diagnostic Hybrids, Inc. ³	2610533	READYCELLS
Diagnostic Hybrids, Inc.	2825102	THE POWER OF DIRECT DETECTION
Diagnostic Hybrids, Inc.	3811849	THYRETAIN
Diagnostic Hybrids, Inc. ⁴	2152490	TURBOTREAT
Quidel Corporation	4147342	AMPLIVUE
Quidel Corporation	3265816	BIOHELIX & Design
Quidel Corporation	5365086	COMMUNIDY
Quidel Corporation	4400234	INFLAMMADRY
Quidel Corporation	3283566	ISOAMP
Quidel Corporation	4633388	KINETIC & Design
Quidel Corporation	5464762	KINETIC CHECK
Quidel Corporation	4655329	LYRA
Quidel Corporation	3397700	ONE VISIT. ONE TEST. ONE TIME.
Quidel Corporation	3426296	QUICKVUE
Quidel Corporation	2103404	QUICKVUE IN-LINE
Quidel Corporation	2749808	QUICKVUE+
Quidel Corporation	5110309	QUIDEL
Quidel Corporation	2015305	QUIDEL

¹ The current record owner name is missing a comma. Company to update record ownership.

² The current record owner name is missing a comma. Company to update record ownership.

³ The current record owner name is missing a comma. Company to update record ownership.

⁴ The current record owner name is missing a comma. Company to update record ownership.

OWNER	REGISTRATION NUMBER	TRADEMARK
Quidel Corporation	1361265	QUIDEL
Quidel Corporation	5124615	Q QUIDEL & Q Logo Design
Quidel Corporation	3394456	QVB
Quidel Corporation	3621722	QVB QUIDEL·VALUE·BUILD & Color Design
Quidel Corporation	3738898	RESEARCH TO RAPIDS
Quidel Corporation	3577864	RESEARCH TO RAPIDS
Quidel Corporation	4983563	SAVANNA
Quidel Corporation	6634779	SAVANNA
Quidel Corporation	4212977	SOFIA
Quidel Corporation	4110272	SOFIA
Quidel Corporation	6153444	SOFIA
Quidel Corporation	5136921	SOFIA
Quidel Corporation	4814038	SOLANA
Quidel Corporation	3533510	TEST AND TREAT TODAY!
Quidel Corporation	2131718	Test Device Trade Dress
Quidel Corporation	4732296	VIRENA
Quidel Corporation	100734 - USCA	QUIDEL
Quidel Cardiovascular Inc.	3666476	METERPRO
Quidel Cardiovascular Inc.	3769856	TRIAGE
Quidel Cardiovascular Inc.	3708708	TRIAGE
Quidel Cardiovascular Inc.	1954150	TRIAGE
Quidel Cardiovascular Inc.	2587242	TRIAGE CENSUS
Quidel Cardiovascular Inc.	5946986	TRIAGETRUE
Crimson U.S. Assets LLC	793,551	AFFIRMAGEN
Crimson U.S. Assets LLC	762,708	ANTIGRAM
Crimson U.S. Assets LLC	6,702,234	BECAUSE EVERY TEST IS A LIFE
Crimson U.S. Assets LLC	1,224,734	BIOCLONE
Crimson U.S. Assets LLC	2,894,203	E-CONNECTIVITY
Crimson U.S. Assets LLC	3,847,242	E-CONNECTIVITY
Crimson U.S. Assets LLC	3,066,283	ENGEN
Crimson U.S. Assets LLC	3,758,767	FETALSCREEN
Crimson U.S. Assets LLC	5,238,158	ID-MTS
Crimson U.S. Assets LLC	2,698,361	INTELLICHECK
Crimson U.S. Assets LLC	5,401,532	MTS
Crimson U.S. Assets LLC	4,199,211	ORTHO
Crimson U.S. Assets LLC	5,247,305	ORTHO CARE
Crimson U.S. Assets LLC	5,106,476	ORTHO CLINICAL DIAGNOSTICS
Crimson U.S. Assets LLC	4,301,675	ORTHO CONFIDENCE
Crimson U.S. Assets LLC	1,659,318	ORTHO CONFIDENCE SYSTEM
Crimson U.S. Assets LLC	5,770,112	ORTHO CONNECT
Crimson U.S. Assets LLC	6,463,950	ORTHO OPTIX
Crimson U.S. Assets LLC	4,280,249	ORTHO PLUS
Crimson U.S. Assets LLC	2,988,527	ORTHO PROVUE

OWNER	REGISTRATION NUMBER	TRADEMARK
Crimson U.S. Assets LLC	5,324,662	ORTHO SERA
Crimson U.S. Assets LLC	3,931,190	ORTHO VERSEIA
Crimson U.S. Assets LLC	5,834,850	ORTHO VISION
Crimson U.S. Assets LLC	5,151,743	ORTHOVISION
Crimson U.S. Assets LLC	4,491,796	POCKET BLOOD BANKER
Crimson U.S. Assets LLC	5,476,137	REIMAGINING WHAT'S POSSIBLE
Crimson U.S. Assets LLC	1,188,264	RESOLVE
Crimson U.S. Assets LLC	730,261	SELECTOGEN
Crimson U.S. Assets LLC	6,119,361	SMART START
Crimson U.S. Assets LLC	1,178,722	SURGISCREEN
Crimson U.S. Assets LLC	6,295,531	VALUCHECK
Crimson U.S. Assets LLC	2,128,592	VALUMETRIX
Crimson U.S. Assets LLC	2,126,793	VITROS
Crimson U.S. Assets LLC	5,204,885	VITROS
Crimson U.S. Assets LLC	5,492,323	VITROS

U.S. Trademark Applications:

None.