

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microbiologics, Inc.		07/20/2022	Corporation: MINNESOTA
Gibson Laboratories LLC		07/20/2022	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4572727	CRYOHC	
Registration Number:	4099797	CRYOLC	
Registration Number:	3912198	EZ-ACCU SHOT	
Registration Number:	5082578	HELIX ELITE	
Registration Number:	2964090	INOCU-SWABS	
Registration Number:	3996813	KWIK-STIK	
Registration Number:	3902026	LAB-ELITE	
Registration Number:	1398184	LYFO DISK	
Registration Number:	4096813	OCL	
Registration Number:	4521026	MICROBIOLOGICS	
Registration Number:	3388337	TRI-VALENT	
Registration Number:	5198439	UV BIOTAG	
Registration Number:	3676248	VIRAKIT	
Serial Number:	88880531	WE CREATE CONFIDENCE IN SCIENCE	
Registration Number:	3676246	VIRAPUR	
CORRESPONDENCE DATA			

OP \$390.00 4572727

Fax Number: 6127661600

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: 6127666911

Email: susan.carlson@faegredrinker.com

Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 S 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
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SIGNATURE:	/e/ Susan Carlson
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DATE SIGNED:	07/20/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2022 (this “Trademark Security Agreement”), is made by and among the parties listed on the signature pages hereto as Grantors (the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A. as collateral agent (in such capacity, “Collateral Agent”) for the Bank Agent (as defined in the Intercreditor Agreement defined below), the “Banks” from time to time party to the Intercreditor Agreement (the “Lenders”) and the “Noteholders” from time to time party to the Intercreditor Agreement (the “Noteholders”).

WITNESSETH:

Lenders have severally agreed to extend credit to Microbiologics, Inc. (the “Parent”) pursuant to the Credit Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Credit Agreement”) by and among Bank Agent, the Lenders, the Parent and the other Loan Parties thereto.

The Parent, the other Loan Parties, and the Noteholders have entered into the Second Amended and Restated Note Purchase Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Note Agreement”), pursuant to which, among other things, the Existing Notes (as defined therein) have been designated as outstanding thereunder.

Collateral Agent, the Bank Agent, the Lenders and the Noteholders have entered into a Second Amended and Restated Intercreditor and Collateral Agency Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Intercreditor Agreement”), pursuant to which, among other things, Collateral Agent was appointed as collateral agent for the Bank Agent, the Lenders and the Noteholders.

As security for the Grantors’ obligations to the Bank Agent, the Lenders and the Noteholders, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Bank Agent and the Noteholders to extend credit and provide other financial accommodations to the Grantors and the other Loan Parties, the Grantors hereby agree with Collateral Agent as follows:

1. Definitions. Terms defined in or pursuant to the Security Agreement (as defined below) and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement.
2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Bank Agent, the Lenders and Noteholders, and grants to the Collateral Agent for the benefit of the Bank Agent, the Lenders and the Noteholders, a Lien on and continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following collateral of such Grantor, whether now owned or existing or hereafter acquired or arising (the “Trademark Collateral”):
 - (a) all Trademarks in which any Grantor has any interest and related Trademark Licenses providing for the grant by or to such 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, accounts, royalties, revenues and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all income, accounts, royalties, revenues and proceeds from any claim by any Grantor against any third parties for any past, present and future infringement, misappropriation, dilution, pre-issuance recovery, violation or other impairment thereof.
3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to that certain Third Amended and Restated Security Agreement of even date herewith (together with any and all amendments, supplements, or modifications thereto or restatements thereof, the “Security Agreement”), and each Grantor hereby acknowledges and agrees 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 are incorporated by reference herein as if fully set forth herein.
 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and related Trademark Licenses subject to a security interest hereunder.
 5. 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.
 6. Continuing Effect. This Trademark Security Agreement and the Collateral Agent’s security interest in the Trademark Collateral shall continue in full force and effect until the Secured Obligations are Paid in Full.
 7. 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 Minnesota.

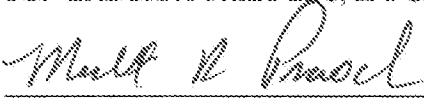
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MICROBIOLOGICS, INC., as a Grantor

By: 
Name: Michael Prasch
Title: Chief Financial Officer

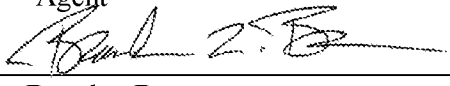
GIBSON LABORATORIES LLC, as a Grantor

By: 
Name: Michael Prasch
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By:  _____

Name: Brandon Brauer
Title: Authorized Officer

SCHEDULE I

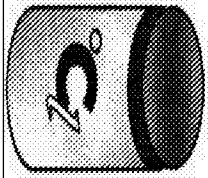
TO TRADEMARK SECURITY AGREEMENT

Registered Owner	Mark	Application Date	Application Number	Registration Date	Registration Number
Cryologics, Inc. ¹	CRYOHC	July 18, 2011	85374287	July 22, 2014	4572727
Cryologics, Inc. ²	CRYOLC	July 21, 2010	85089691	February 14, 2012	4099797
Microbiologics, Inc.	EZ-ACCU SHOT	December 4, 2009	77/886,043	January 25, 2011	3,912,198
Microbiologics, Inc.	HELIX ELITE	February 21, 2014	86/199,844	November 15, 2016	5,082,578
Gibson Laboratories LLC	INOCU-SWABS	April 20, 2004	78/404,744	June 28, 2005	2,964,090
Microbiologics, Inc.	KWIK-STIK	November 15, 2010	85/176,756	July 19, 2011	3,996,813
Microbiologics, Inc.	LAB-ELITE	March 10, 2010	77/955,829	January 4, 2011	3,902,026
Microbiologics, Inc.	LYFO DISK	December 18, 1984	73/514,307	June 24, 1986	1,398,184
Microbiologics, Inc.	MICROBIOLOGICS	August 19, 2013	86/041,628	April 29, 2014	4,521,026
Cryologics, Inc. ³	OCL (stylized/design)	July 21, 2010	85089237	February 7, 2012	4096813

¹ A trademark assignment was filed with the United States Patent and Trademark Office on July 14, 2022 to reflect that Microbiologics, Inc. is the owner of this registered trademark.

² A trademark assignment was filed with the United States Patent and Trademark Office on July 14, 2022 to reflect that Microbiologics, Inc. is the owner of this registered trademark.

³ A trademark assignment was filed with the United States Patent and Trademark Office on July 14, 2022 to reflect that Microbiologics, Inc. is the owner of this registered trademark.

						
Gibson Laboratories LLC	TRI-VALENT	June 26, 2007	77/215,603	February 26, 2008	3,388,337	
Microbiologics, Inc.	UV BIOTAG	June 7, 2016	87/062,467	May 9, 2017	5,198,439	
Microbiologics, Inc.	VIRAKIT	February 19, 2009	77/673,651	September 1, 2009	3,676,248	
Microbiologics, Inc.	WE CREATE CONFIDENCE IN SCIENCE	April 21, 2020	88/880,531	N/A	N/A	
Microbiologics, Inc.	VIRAPUR	February 19, 2009	77/673,642	September 1, 2009	3,676,246	