

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORTREA INC.		06/30/2023	Corporation: MARYLAND
SnaploT, Inc.		06/30/2023	Corporation: DELAWARE
Endpoint Clinical Inc.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as collateral agent		
Street Address:	214 North Tryon Street, 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4005254	ENDPOINT	
Registration Number:	4191271	EDRS	
Registration Number:	3960166	IRT	
Registration Number:	4268723	NUDGE	
Registration Number:	3970559	PULSE	
Registration Number:	5662480	SNAPCLINICAL	
Registration Number:	5304876	SNAPP THINGS	
Registration Number:	4218435	XCELLERATE	
Registration Number:	4461075	XCELLERATE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$240.00 4005254

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	07/03/2023
Total Attachments: 9 source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page1.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page2.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page3.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page4.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page5.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page6.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page7.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page8.tif source=57. Project Silver - Trademark Security Agreement - Cover Sheet#page9.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FORTREA INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Maryland
 Other _____

Citizenship (see guidelines) Maryland, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank Trust Company, National Association, as collateral agent

Street Address: 214 North Tryon Street, 27th Floor

City: Charlotte

State: NC

Country: USA Zip: 28202

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

July 3, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

CONVEYING PARTIES

Company	Address	State of Incorporation
SnaploT, Inc.	8 Moore Drive, Durham, NC 27709	Delaware
Endpoint Clinical Inc.	8 Moore Drive, Durham, NC 27709	Delaware

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2023, is made by Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.), SnapIoT, Inc. and Fortrea Inc. (f/k/a Labcorp Drug Development Inc.) (each a “Grantor” and together the “Grantors”), in favor of U.S. Bank Trust Company, National Association (in its individual capacity, “U.S. Bank”), as the Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Notes Secured Parties (as defined in the Indenture referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain Indenture, dated as of June 27, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Fortrea Holdings, Inc., a Delaware corporation (the “Issuer”), the Subsidiary Guarantors (as defined in the Indenture) from time to time party thereto, U.S. Bank, as trustee (in such capacity, the “Trustee”) and the Agent, pursuant to which the Issuer issued \$570,000,000 aggregate principal amount of 7.500% Senior Secured Notes due 2030 (together with any Additional Notes (as defined in the Indenture), the “Notes”);

WHEREAS, pursuant to a Security Agreement, dated as of June 30, 2023 in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Indenture, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. 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 pledges and grants to the Agent for the benefit of the Notes Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks referred to on Schedule I hereto (provided that no Lien or security interest is pledged or granted in any “intent-to-use” trademark application prior to the filing and acceptance by the Applicable IP Office of a “statement of use” or “amendment to allege use” with respect thereto and to the extent, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or result in the voiding of, such “intent-to-use” trademark application or any registration issuing therefrom under applicable U.S. federal law);

(b) all renewals of the foregoing; and

(c) all goodwill associated with the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern unless the Agent shall otherwise determine.

Section 4. 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.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of each applicable Customary Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and a Customary Intercreditor Agreement, the terms of that Customary Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

FORTREA INC.,
as Grantors

By: 
Name: Jill McConnell
Title: Chief Financial Officer

ENDPOINT CLINICAL INC.,
as Grantors

By: _____
Name: David Cooper
Title: President and Secretary

SNAPIOT, INC.,
as Grantors

By: _____
Name: Amedeo De Risi
Title: Treasurer

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Title: Chief Financial Officer

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as Grantors

By: _____
Name: David Cooper
Title: President and Secretary

SNAPIOT, INC.,
as Grantors

By:  _____
Name: Amedeo De Risi
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Agent

By: Allison Lancaster-Poole
Name: Allison Lancaster-Poole
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.)	4,005,254	endpoint
Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.)	4,191,271	eDRS
Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.)	3,960,166	IRT
Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.)	4,268,723	Nudge
Endpoint Clinical Inc. (f/k/a Labcorp Endpoint Clinical Inc.)	3,970,559	pulse
SNAPIoT, INC.	5,662,480	SNAPCLINICAL
SNAPIoT, INC.	5,304,876	SNAPPETHINGS
Fortrea Inc. (f/k/a Labcorp Drug Development Inc.)	4,218,435 4,461,075	Xcellerate