

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537275

| | | | |
|---|---------------------------------------|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement (Revolving Loan) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dynex Technologies Holding Company, Inc. | | 08/19/2019 | Corporation: DELAWARE |
| Dynex Technologies, Inc. | | 08/19/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MIDCAP FINANCIAL TRUST, AS AGENT | | |
| Street Address: | 7255 WOODMONT AVENUE, SUITE 200 | | |
| City: | BETHESDA | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Statutory Trust: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4313614 | AGILITY | |
| Registration Number: | 3331772 | DS2 | |
| Registration Number: | 5607989 | DS-MATRIX | |
| Registration Number: | 3236380 | DSX | |
| Registration Number: | 4666661 | DYNEX | |
| Serial Number: | 88015940 | DYNEX ASSAY EDITOR SOFTWARE | |
| Registration Number: | 4753208 | MULTIPLIER | |
| Registration Number: | 4753358 | MULTIPLIER FLEX | |
| Registration Number: | 5591275 | REVELATION DSX | |
| Registration Number: | 4448150 | SMARTKIT | |
| Serial Number: | 87875152 | SMARTPLEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7036106200 | | |
| <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: | 7036106100 | | |
| Email: | BoxIP@hoganlovells.com | | |
| Correspondent Name: | Valerie Brennan, Hogan Lovells US LLP | | |

CH \$290.00 4313614

Address Line 1: Attn: Box Intellectual Property
Address Line 2: 8350 Broad Street, 17th Floor
Address Line 4: Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 036639.000100

NAME OF SUBMITTER: Rachel Fleeson

SIGNATURE: /rf/

DATE SIGNED: 08/20/2019

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 19th day of August, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **DYNEX TECHNOLOGIES HOLDING COMPANY, INC.**, a Delaware corporation ("Parent"), and **DYNEX TECHNOLOGIES, INC.**, a Delaware corporation ("Dynex") (together with Parent and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement (Revolving Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; unless specifically defined herein, capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is defined below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, other than Excluded Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE

OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.


The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

DYNEX TECHNOLOGIES, INC.


By: 
Name: Douglas Kaspar
Title: Treasurer and Secretary

Address:

14340 Sullyfield Circle
Chantilly, VA 20151

Attn: Douglas Kaspar
Facsimile: +1 703 803 1441
E-Mail:

**DYNEX TECHNOLOGIES HOLDING
COMPANY, INC.**

By: 
Name: Douglas Kaspar
Title: Chief Financial Officer and Secretary

Address:

14340 Sullyfield Circle
Chantilly, VA 20151

Attn: Douglas Kaspar
Facsimile: +1 703 803 1441
E-Mail:

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

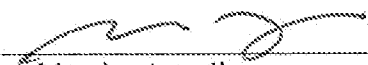
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[see attached]

Patent List

| Owner | Case Ref. | Official No. | Title | Case Status | Country | Property Type |
|------------------------|-----------|-------------------|---|---|--------------------|---------------|
| Dynex Technologies Inc | 101180/01 | 202010004968.70 | Multiplex sample plate 1G | 14 Granted | Germany | Utility Model |
| Dynex Technologies Inc | 101180/02 | 8541246.00 | Multiplex sample plate 2G | 14 Granted | USA | Patent |
| Dynex Technologies Inc | 101180/05 | 2472882.00 | Multiplex sample plate 1G | 14 Granted | United Kingdom | Patent |
| Dynex Technologies Inc | 101180/06 | 12201010183506.2 | Multiplex sample plate 1G | 14 Granted | China | Patent |
| Dynex Technologies Inc | 101180/07 | 2476889.00 | Multiplex sample plate 1G | 14 Granted | Russian Federation | Patent |
| Dynex Technologies Inc | 101180/09 | 101958.00 | Multiplex sample plate 1G | 14 Granted | Ukraine | Patent |
| Dynex Technologies Inc | 101180/10 | 12201020201602.0 | Multiplex sample plate 1G | 14 Granted | China | Utility Model |
| Dynex Technologies Inc | 101180/11 | 113010.00 | Multiplex sample plate 1G | 14 Granted | Russian Federation | Utility Model |
| Dynex Technologies Inc | 101180/12 | 56577.00 | Multiplex sample plate 1G | 14 Granted | Ukraine | Utility Model |
| Dynex Technologies Inc | 101180/16 | 5129896.00 | Multiplex sample plate 2G | 14 Granted | Japan | Patent |
| Dynex Technologies Inc | 101180/17 | 9523701.00 | Multiplex sample plate 3G | 14 Granted | USA | Patent |
| Dynex Technologies Inc | 101180/18 | BR112012002099-4 | Multiplex sample plate 2G | 07 Official letter on case | Brazil | Patent |
| Dynex Technologies Inc | 101180/19 | 834/DELNP/2012 | Multiplex sample plate 2G | 09 Official letter answered | India | Patent |
| Dynex Technologies Inc | 101180/21 | 2485325.00 | Multiplex sample plate 2G | 14 Granted | United Kingdom | Patent |
| Dynex Technologies Inc | 101180/22 | 12201080043151.5 | Multiplex sample plate 2G | 14 Granted | China | Patent |
| Dynex Technologies Inc | 101180/23 | 2537234.00 | Multiplex sample plate 2G | 14 Granted | Russian Federation | Patent |
| Dynex Technologies Inc | 101180/24 | 9244069.00 | Multiplex sample plate 2G | 14 Granted | USA | Patent |
| Dynex Technologies Inc | 101180/26 | HK1174301 | Multiplex sample plate 2G | 14 Granted | Hong Kong | Patent |
| Dynex Technologies Inc | 101180/28 | 2279790.00 | Multiplex sample plate 1G | 14 Granted | France | Patent |
| Dynex Technologies Inc | 101180/29 | 2279790.00 | Multiplex sample plate 1G | 14 Granted | Germany | Patent |
| Dynex Technologies Inc | 101180/30 | 2279790.00 | Multiplex sample plate 1G | 14 Granted | Netherlands | Patent |
| Dynex Technologies Inc | 101180/31 | BR112013002204-3 | Multiplex sample plate 3G | 07 Official letter on case | Brazil | Patent |
| Dynex Technologies Inc | 101180/32 | 12201180046817.7 | Multiplex sample plate 3G | 14 Granted | China | Patent |
| Dynex Technologies Inc | 101180/33 | 845/DELNP/2013 | Multiplex sample plate 3G | 09 Official letter answered | India | Patent |
| Dynex Technologies Inc | 101180/35 | 2535880.00 | Multiplex sample plate 3G | 14 Granted | Russian Federation | Patent |
| Dynex Technologies Inc | 101180/37 | HK1181698 | Multiplex sample plate 3G | 14 Granted | Hong Kong | Patent |
| Dynex Technologies Inc | 101180/38 | 9857367.00 | Circular array of antibody probes | 14 Granted | USA | Patent |
| Dynex Technologies Inc | 101180/39 | 2459314.00 | Multiplex sample plate 2G | 14 Granted | France | Patent |
| Dynex Technologies Inc | 101180/40 | 2459314.00 | Multiplex sample plate 2G | 14 Granted | Germany | Patent |
| Dynex Technologies Inc | 101180/41 | 2459314.00 | Multiplex sample plate 2G | 14 Granted | Netherlands | Patent |
| Dynex Technologies Inc | 101180/42 | 20 2010 018 104.6 | Multiplex sample plate 1G | 14 Granted | Germany | Utility Model |
| Dynex Technologies Inc | 101180/44 | 2598244.00 | Multiplex sample plate 3G | 14 Granted | United Kingdom | Patent |
| Dynex Technologies Inc | 101180/45 | 2598244.00 | Multiplex sample plate 3G | 14 Granted | France | Patent |
| Dynex Technologies Inc | 101180/46 | 2598244.00 | Multiplex sample plate 3G | 14 Granted | Germany | Patent |
| Dynex Technologies Inc | 101180/47 | 10207268.00 | Multiplex sample plate 3G | 14 Granted | USA | Patent |
| Dynex Technologies Inc | 101180/48 | 15/856493 | Circular array of antibody probes | 06 Application filed and receipt received | USA | Patent |
| Dynex Technologies Inc | 103116/03 | 001302046-0001 | Reagent kit insert and holder (Smart Kit) | 14 Registered | European Union | Design |
| Dynex Technologies Inc | 103116/07 | D696419 | Reagent kit insert and holder (Smart Kit) | 14 Registered | USA | Design |
| Dynex Technologies Inc | 108549/08 | 9128860.00 | Crosstalk algorithm | 14 Granted | USA | Patent |
| Dynex Technologies Inc | 108549/09 | 2515271.00 | Crosstalk algorithm | 14 Granted | United Kingdom | Patent |
| Dynex Technologies Inc | 108549/10 | 2515271.00 | Crosstalk algorithm | 14 Granted | Germany | Patent |
| Dynex Technologies Inc | 110239/05 | 2496315.00 | Multiplex plate imaging | 14 Granted | United Kingdom | Patent |
| Dynex Technologies Inc | 110239/06 | 202012104237.10 | Multiplex plate imaging | 14 Granted | Germany | Utility Model |
| Dynex Technologies Inc | 110509/05 | 2500986.00 | Reagent bead inserter | 14 Granted | United Kingdom | Patent |

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|--------------------------|-----------|----------------|---|----|--|--|---------------------------|--------|
| Dynex Technologies Inc | 110509/06 | 9157923.00 | Reagent bead inserter | 14 | Granted | | USA | Patent |
| Dynex Technologies Inc | 110509/08 | 2827990.00 | Reagent bead inserter | 14 | Granted | | United Kingdom | Patent |
| Dynex Technologies Inc | 110509/09 | 2827990.00 | Reagent bead inserter | 14 | Granted | | France | Patent |
| Dynex Technologies Inc | 110509/10 | 2827990.00 | Reagent bead inserter | 14 | Granted | | Germany | Patent |
| Dynex Technologies Inc | 110509/11 | 2827990.00 | Reagent bead inserter | 14 | Granted | | Netherlands | Patent |
| Dynex Technologies Inc | 110509/12 | 2827990.00 | Reagent bead inserter | 14 | Granted | | Czech Republic | Patent |
| Dynex Technologies Inc | 110509/13 | 2827990.00 | Reagent bead inserter | 14 | Granted | | Slovakia | Patent |
| Dynex Technologies Inc | 133571 | 1816384.00 | Different shaped solid phases for M2 technology | 06 | Application filed and receipt received | | United Kingdom | Patent |
| Dynex Technologies Inc | 133571/01 | 62/700598 | Different shaped solid phases for M2 technology | 06 | Application filed and receipt received | | USA | Patent |
| Dynex Technologies Inc | 133571/02 | | Different shaped solid phases for M2 technology | 01 | Not yet filed | | Patent Cooperation Treaty | Patent |
| Dynex Technologies Inc | 68691/06 | 1102994.00 | Microplate system | 14 | Granted | | United Kingdom | Patent |
| Dynex Technologies Inc | 68691/07 | 1102994.00 | Microplate system | 14 | Granted | | Germany | Patent |
| Dynex Technologies Inc | 89420/01 | 000433149-0001 | Dilution strip | 14 | Registered | | European Union | Design |
| Dynex Technologies Inc | 89420/05 | 8492155.00 | DS2 - 2 plate reader | 14 | Granted | | USA | Patent |
| Dynex Technologies Inc | 89420/09 | 1946123.00 | DS2 - 2 plate reader | 14 | Granted | | Germany | Patent |
| Dynex Technologies, Inc. | | 7777211.00 | Substantially transparent object detection system and | 14 | Granted | | USA | Patent |

EXHIBIT C

Trademarks

[see attached]

Trademark Records By Trademark

| Owner | Trademark | Country | Application No | Registration No | Registration Date | Int. Classes | Trademark Status |
|------------------------------------|-----------------------------|--------------------------|----------------|-----------------|-------------------|--------------|------------------|
| Dynex Technologies, Inc. | AGILITY | United States of America | 85279783 | 4313614 | Apr 2 2013 | 9 | Registered |
| BS2 | | | | | | | |
| Dynex Technologies, Inc. | DS2 | EUM | 013472477 | 013472477 | Apr 20 2015 | 9 | Registered |
| Dynex Technologies, Inc. | DS2 | United States of America | 78771112 | 3331772 | Nov 6 2007 | 9 | Registered |
| DS-MATRIX | | | | | | | |
| Dynex Technologies, Inc. | DS-MATRIX | United States of America | 87505806 | 5607989 | Nov 13 2018 | 9 | Registered |
| DSX | | | | | | | |
| Dynex Technologies, Inc. | DSX | EUM | 013472493 | 013472493 | Apr 20 2015 | 9 | Registered |
| Dynex Technologies, Inc. | DSX | United States of America | 78769105 | 3236380 | May 1 2007 | 9 | Registered |
| DYNEX | | | | | | | |
| Dynex Technologies, Inc. | DYNEX | EUM | 013472501 | 013472501 | Apr 20 2015 | 9, 10, 37 | Registered |
| Dynex Technologies, Inc. | DYNEX | United States of America | 86260904 | 4666661 | Jan 6 2015 | 9, 10, 37 | Registered |
| DYNEX ASSAY EDITOR SOFTWARE | | | | | | | |
| Dynex Technologies, Inc. | DYNEX ASSAY EDITOR SOFTWARE | United States of America | 88015940 | | | 9 | Pending |

MULTIPLIER

Dynex Technologies, Inc. **MULTIPLIER** **MULTIPLIER** United States of America 86295443 4753208 Jun 9 2015 9, 10 Registered

MULTIPLIER FLEX

Dynex Technologies, Inc. **MULTIPLIER FLEX** **MULTIPLIER FLEX** United States of America 86359362 4753358 Jun 9 2015 9 Registered

REVELATION DSX

Dynex Technologies, Inc. **REVELATION DSX** **REVELATION DSX** United States of America 87505780 5591275 Oct 23 2018 9 Registered

SMARTKIT

Dynex Technologies, Inc. **SMARTKIT** **SMARTKIT** United States of America 85279829 4448150 Dec 10 2013 9, 10 Registered

SMARTPLEX

Dynex Technologies, Inc. **SMARTPLEX** **SMARTPLEX** United States of America 87875152 9, 10 Pending

WebTMS Infinity 14 Records Printed By emorton: Mar 20 2015 - 14:06:21 - Criteria: File reference = dynex * Active / Inactive = Active + Checked / Unchecked = Both, Only 14 Of 17 Records Selected - END OF REPORT*

ANNEX A¹

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the [] day of [], 20[] by [], a [] (“ ”), [], a [] (each such entity, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of August 19, 2019 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the “Existing IP Security Agreement”; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property, other than Excluded Property (each as defined in the Credit Agreement), including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(f) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP

¹ Note to draft: Annex A to be used to supplement the IP Security Agreement with new or revised intellectual property after the initial closing, in accordance with the updating requirements under the Credit Agreement

Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date