

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560726

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High-Purity Standards, LLC		02/05/2020	Limited Liability Company: DELAWARE
MSI Holdings, LLC		02/05/2020	Limited Liability Company: DELAWARE
SPEX CertiPrep, LLC		02/05/2020	Limited Liability Company: DELAWARE
SPEX SamplePrep, LLC		02/05/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington St., 9th Fl.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2046623	ASSURANCE
Registration Number:	2762976	AUTO-EXTRACTOR
Registration Number:	2252162	BENCH PRESS
Registration Number:	3632661	CALIBRATE WITH CONFIDENCE
Registration Number:	5129625	CANNA-PREP
Registration Number:	5083239	CANNSTANDARDS
Registration Number:	2144702	CERTIPREP
Registration Number:	2044890	CLARITAS PPT
Registration Number:	2082286	
Registration Number:	5696874	
Registration Number:	4862887	ECS
Registration Number:	4802727	ECS
Registration Number:	4859030	ENVIRONMENTAL CONSULTING AND SUPPLIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4802733	ENVIRONMENTAL CONSULTING AND SUPPLIES
Registration Number:	2209982	FREEZER/MILL
Registration Number:	3117737	FUSION WITHOUT FLAMES
Registration Number:	2435941	GENO/GRINDER
Registration Number:	5870031	GENOLYTE
Registration Number:	5394177	HIGH-PURITY STANDARDS
Registration Number:	3385015	KATANAX
Registration Number:	3538280	KRYO-TECH
Registration Number:	2842686	MADE FOR CHEMISTS BY CHEMISTS
Registration Number:	4455693	MINIG
Registration Number:	2110121	MIXER/MILL
Registration Number:	3409697	ODORERODER
Registration Number:	1884464	PLASMA SHOT
Registration Number:	2154205	PREP AID
Registration Number:	2657402	RAPD RESPONSE
Registration Number:	4748962	SERVING THE CHROMATOGRAPHY COMMUNITY ONE
Registration Number:	4416161	SHAQER
Registration Number:	1842814	SHATTERBOX
Registration Number:	2074019	SPEC-CAP
Registration Number:	5076452	SPEX
Registration Number:	1312902	SPEX
Registration Number:	2667209	SPEXERTIFICATE
Registration Number:	5432527	SPEXPERIENCE
Registration Number:	4419863	SPEXQUE
Registration Number:	2610362	SUPERIOR QUALITY, UNPARALLELED SERVICE
Registration Number:	1905210	TRIPLE CHECKED...FOR QUALITY
Registration Number:	2290550	ULTRABIND
Registration Number:	2073773	ULTRALENE
Registration Number:	3226456	X-CELL
Registration Number:	4739842	X-FLUXER
Registration Number:	1822540	X-PRESS
Registration Number:	3719804	YOUR SCIENCE IS OUR PASSION
Serial Number:	88577090	FLUXPENSER
Serial Number:	88517375	SPEXSAMPLEPREP

CORRESPONDENCE DATA

Fax Number:

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: 006857 FRAME: 0930

Phone: 2127013365
Email: ecarrera@cahill.com
Correspondent Name: Elaine Carrera, Senior Paralegal
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 1183955 2L TM E

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/06/2020

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Second Lien Trademark Security Agreement") is entered into as of February 5, 2020, by and among **HIGH-PURITY STANDARDS, LLC** ("High-Purity"), **MSI HOLDINGS, LLC** ("MSI"), **SPEX CERTIPREP, LLC** ("CertiPrep"), **SPEX SAMPLEPREP, LLC** ("SamplePrep") and, together with CertiPrep, each a "Grantor" and, together, the "Grantors") and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to (i) a Second Lien Pledge and Security Agreement, dated as of November 4, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Second Lien Trademark Security Agreement and (ii) a Second Lien Credit Agreement, dated as of November 4, 2019 (as amended, restated, amended and restated, refinanced, replaced, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Curie Holdings, LLC, a Delaware limited liability company ("Holdings"), CPI Holdco, LLC, a Delaware limited liability company (the "Borrower"), Cortland Capital Market Services LLC, as Administrative Agent, the Lenders from time to time party thereto and each other party from time to time party thereto;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and/or the Security Agreement and used herein have the meaning given to them in the Credit Agreement and/or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of its rights, titles and interests in, to and under the Trademarks of each of the Grantors listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the "Trademark Collateral"); provided, however, for the avoidance of doubt, the "Trademark Collateral" shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms 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

(and are expressly subject to the terms and conditions thereof). In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall promptly execute, acknowledge, and deliver to each of the Grantors, at such Grantor's expense to the extent required by Section 10.04 of the Credit Agreement, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

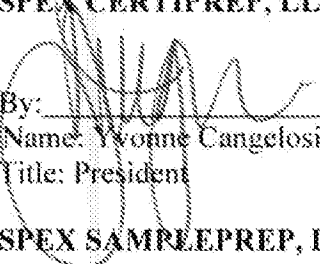
SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

**HIGH-PURITY STANDARDS, LLC
MSI HOLDINGS, LLC
SPEX CERTIPREP, LLC**

By: 
Name: Yvonne Cangelosi
Title: President

SPEX SAMPLEPREP, LLC

By: _____
Name: Warren Steven Slutter
Title: President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

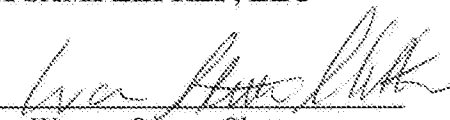
**TRADEMARK
REEL: 006857 FRAME: 0934**

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

HIGH-PURITY STANDARDS, LLC
MSI HOLDINGS, LLC
SPEX CERTIPREP, LLC

By: _____
Name: Yvonne Cangelosi
Title: President

SPEX SAMPLEPREP, LLC

By: 
Name: Warren Steven Slutter
Title: President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006857 FRAME: 0935

**CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent**

By: 
Name: Matthew Trybula
Title: Associate Counsel


[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006857 FRAME: 0936**

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Status</u>	<u>Owner of Record</u>
ASSURANCE	74720721 24-AUG-1995	2046623 18-MAR-1997	Registered	SPEX CertiPrep Group LLC ¹
AUTO-EXTRACTOR	76399773 22-APR-2002	2762976 09-SEP-2003	Registered Supplemental Register	SPEX SamplePrep, LLC
BENCH PRESS	75432845 12-FEB-1998	2252162 08-JUN-1999	Registered Supplemental Register	SPEX SamplePrep, LLC
CALIBRATE WITH CONFIDENCE	77423381 17-MAR-2008	3632661 02-JUN-2009	Registered	SPEX CertiPrep Group LLC ²
CANNA-PREP	86577203 26-MAR-2015	5129625 24-JAN-2017	Registered	SPEX SamplePrep LLC ³
CANNSTANDARDS	86699714 21-JUL-2015	5083239 15-NOV-2016	Registered	SPEX CertiPrep Group, LLC ⁴
CERTIPREP	75273114 07-APR-1997	2144702 17-MAR-1998	Registered	SPEX CertiPrep Group LLC ⁵
CLARITAS PPT	74694159 26-JUN-1995	2044890 11-MAR-1997	Registered	SPEX CertiPrep Group LLC ⁶
Design Only 	75015750 07-NOV-1995	2082286 22-JUL-1997	Registered	SPEX CertiPrep Group LLC ⁷

¹ Company to update record ownership to include the comma from “SPEX CertiPrep Group LLC” to “SPEX CertiPrep, LLC”.

² Company to update record ownership from “SPEX CertiPrep Group LLC” to “SPEX CertiPrep, LLC”.


³ Company to update record ownership to include the comma from “SPEX SamplePrep LLC” to “SPEX SamplePrep, LLC”.

⁴ Company to update record ownership from “SPEX CertiPrep Group, LLC” to “SPEX CertiPrep, LLC”.

⁵ Company to update record ownership from “SPEX CertiPrep Group LLC” to “SPEX CertiPrep, LLC”.

⁶ Company to update record ownership from “SPEX CertiPrep Group LLC” to “SPEX CertiPrep, LLC”.

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<u>Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Status</u>	<u>Owner of Record</u>
Design Only 	88057488 30-JUL-2018	5696874 12-MAR-2019	Registered	SPEX SamplePrep, LLC
ECS	86601112 17-APR-2015	4862887 01-DEC-2015	Registered	SPEX CertiPrep Group, LLC ⁸
ECS	86468525 02-DEC-2014	4802727 01-SEP-2015	Registered	SPEX CertiPrep Group, LLC ⁹
ENVIRONMENTAL CONSULTING AND SUPPLIES	86601135 17-APR-2015	4859030 24-NOV-2015	Registered Section 2(F)	SPEX CertiPrep Group, LLC ¹⁰
ENVIRONMENTAL CONSULTING AND SUPPLIES	86469845 03-DEC-2014	4802733 01-SEP-2015	Registered Section 2(F)	SPEX CertiPrep Group, LLC ¹¹
FLUXPENSER	88577090 13-AUG-2019	--	Pending Intent to Use	SPEX SamplePrep, LLC
FREEZER/MILL	75120986 18-JUN-1996	2209982 15-DEC-1998	Registered Section 2(F)	SPEX SamplePrep, LLC
FUSION WITHOUT FLAMES	76612976 20-SEP-2004	3117737 18-JUL-2006	Registered	SPEX SamplePrep, LLC
GENO/GRINDER	75774412 12-AUG-1999	2435941 13-MAR-2001	Registered	SPEX SamplePrep, LLC
GENOLYTE	88289305 05-FEB-2019	5870031 24-SEP-2019	Registered	SPEX SamplePrep, LLC
HIGH-PURITY STANDARDS Design 	87250141 29-NOV-2016	5394177 06-FEB-2018	Registered Partial Section 2(F)	High-Purity Standards, LLC
KATANAX	77217233 27-JUN-2007	3385015 19-FEB-2008	Registered	SPEX SamplePrep LLC ¹²
KRYO-TECH	77314209 26-OCT-2007	3538280 25-NOV-2008	Registered	SPEX SamplePrep LLC ¹³

- ⁸ Company to update record ownership from “SPEX CertiPrep Group, LLC” to “SPEX CertiPrep, LLC”.
- ⁹ Company to update record ownership from “SPEX CertiPrep Group, LLC” to “SPEX CertiPrep, LLC”.
- ¹⁰ Company to update record ownership from “SPEX CertiPrep Group, LLC” to “SPEX CertiPrep, LLC”.
- ¹¹ Company to update record ownership from “SPEX CertiPrep Group, LLC” to “SPEX CertiPrep, LLC”.
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- ¹³ Company to update record ownership to include the comma from “SPEX SamplePrep LLC” to “SPEX SamplePrep, LLC”.

<u>Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No. / Registration Date</u>	<u>Status</u>	<u>Owner of Record</u>
MADE FOR CHEMISTS BY CHEMISTS	76520998 23-MAY-2003	2842686 18-MAY-2004	Registered	SPEX CertiPrep Group, LLC ¹⁴
MINIG	85555258 28-FEB-2012	4455693 24-DEC-2013	Registered	SPEX SamplePrep LLC ¹⁵
MIXER/MILL	75122150 19-JUN-1996	2110121 28-OCT-1997	Registered Supplemental Register	SPEX SamplePrep, LLC
ODORERODER	76672751 15-FEB-2007	3409697 08-APR-2008	Registered	SPEX CertiPrep Group LLC ¹⁶
PLASMA SHOT	74497413 07-MAR-1994	1884464 21-MAR-1995	Registered	SPEX CertiPrep Group LLC ¹⁷
PREP AID	75120997 18-JUN-1996	2154205 28-APR-1998	Registered	SPEX SamplePrep, LLC
RAPD RESPONSE	76367720 06-FEB-2002	2657402 03-DEC-2002	Registered Supplemental Register	SPEX CertiPrep Group LLC ¹⁸
SERVING THE CHROMATOGRAPHY COMMUNITY ONE PEAK AT A TIME	86174435 24-JAN-2014	4748962 02-JUN-2015	Registered	SPEX CertiPrep Group LLC ¹⁹
SHAQER	85680487 18-JUL-2012	4416161 08-OCT-2013	Registered Supplemental Register	SPEX SamplePrep LLC ²⁰
SHATTERBOX	74431214 02-SEP-1993	1842814 05-JUL-1994	Registered	SPEX SamplePrep, LLC
SPEC-CAP	75150726 14-AUG-1996	2074019 24-JUN-1997	Registered	SPEX SamplePrep, LLC
SPEX	86771626 29-SEP-2015	5076452 08-NOV-2016	Registered	MSI Holdings, LLC
SPEX	73461798 20-JAN-1984	1312902 08-JAN-1985	Registered	MSI Holdings, LLC
SPEXERTIFICATE	76293587 01-AUG-2001	2667209 24-DEC-2002	Registered	MSI Holdings LLC ²¹

¹⁴ Company to update record ownership from "SPEX CertiPrep Group, LLC" to "SPEX CertiPrep, LLC".

¹⁵ Company to update record ownership to include the comma from "SPEX SamplePrep LLC" to "SPEX SamplePrep, LLC".

¹⁶ Company to update record ownership from "SPEX CertiPrep Group LLC" to "SPEX CertiPrep, LLC".

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SPEXPERIENCE Design 	87580597 23-AUG-2017	5432527 27-MAR-2018	Registered	MSI Holdings, LLC
SPEXQUE	85792624 03-DEC-2012	4419863 15-OCT-2013	Registered	MSI Holdings, LLC
SPEXSAMPLEPREP	88517375 16-JUL-2019	--	Pending Intent to Use	MSI Holdings, LLC
SUPERIOR QUALITY, UNPARALLELED SERVICE	76022786 08-APR-2000	2610362 20-AUG-2002	Registered	SPEX CertiPrep Group LLC ²²
TRIPLE CHECKED QUALITY  <small>Triple Checkmark...for Quality</small>	74529046 24-MAY-1994	1905210 18-JUL-1995	Registered	SPEX CertiPrep Group LLC ²³
ULTRABIND	75432834 12-FEB-1998	2290550 02-NOV-1999	Registered	SPEX SamplePrep, LLC
ULTRALENE	75120883 18-JUN-1996	2073773 24-JUN-1997	Registered	SPEX SamplePrep, LLC
X-CELL	76651262 22-NOV-2005	3226456 10-APR-2007	Registered	SPEX SamplePrep, LLC
X-FLUXER	86051360 29-AUG-2013	4739842 19-MAY-2015	Registered	SPEX SamplePrep LLC ²⁴
X-PRESS	74402182 16-JUN-1993	1822540 22-FEB-1994	Registered	SPEX SamplePrep, LLC
YOUR SCIENCE IS OUR PASSION	77617372 19-NOV-2008	3719804 01-DEC-2009	Registered	SPEX CertiPrep Group, LLC ²⁵

LLC”.

²² Company to update record ownership from “SPEX CertiPrep Group LLC” to “SPEX CertiPrep, LLC”.

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