

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606029

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Instruments, LLC		10/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS Trust Company LLC		
<b>Street Address:</b>	3 Second Street		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3998321	A2O	
<b>Registration Number:</b>	2614162	ANOXOMAT	
<b>Registration Number:</b>	1936740	AUTOPLATE	
<b>Registration Number:</b>	1548796	FLUOROPHOS	
<b>Registration Number:</b>	4426463	GLOCYTE	
<b>Registration Number:</b>	1603261	LACTROL	
<b>Registration Number:</b>	1617262	MICROTABS	
<b>Registration Number:</b>	5425207	OSMO1	
<b>Registration Number:</b>	4999082	OSMOPRO	
<b>Registration Number:</b>	5645257	OSMOTECH	
<b>Registration Number:</b>	5729577	PALLADOX	
<b>Registration Number:</b>	2497004	Q COUNT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		

CH \$315.00 3998321

TRADEMARK

**Address Line 1:** 1090 Vermont Avenue, NW  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 493747

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 10/30/2020

**Total Attachments: 5**

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source=10-30-20 Advanced Instruments-TM#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of October 30, 2020 (this "**Agreement**"), among the undersigned Loan Party (the "**Grantor**") and **GLAS TRUST COMPANY LLC** ("**GLAS**"), as Administrative Agent.

Reference is made to (i) the Credit Agreement dated as of October 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Musky Holdings, Inc., a Delaware corporation ("**Holdings**"), Musky Acquisition, Inc., a Delaware corporation (the "**Borrower**"), the Lenders and the Issuing Banks from time to time party thereto and GLAS, as Administrative Agent, and (ii) the Collateral Agreement dated as of October 30, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among Holdings, the Borrower, the other Subsidiary Grantors from time to time party thereto and GLAS, as Administrative Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

## 1 Terms

Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

## 2 Grant of Security Interest

As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the "**Trademark Collateral**"):

- (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule II; and
- (ii) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **3 Collateral Agreement and other Security Documents**

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

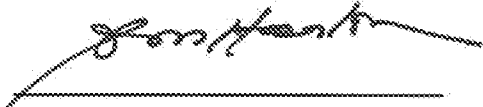
### **4 Counterparts**

This Agreement may be executed in 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. Signature pages to this Agreement delivered by electronic transmission (including by email in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Pages Follow]*

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ADVANCED INSTRUMENTS, LLC,**

By:   
Name: Sue Hanlon  
Title: Chief Financial Officer, Secretary and Treasurer

**GLAS TRUST COMPANY LLC,**  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

In Witness Whereof, the parties hereto have duly executed this Agreement as of the day and year first above written.


ADVANCED INSTRUMENTS, LLC,

By: \_\_\_\_\_

Name:

Title:

GLAS TRUST COMPANY LLC,  
as Administrative Agent



DIANNA BUCYAU  
ALP

## SCHEDULE I

### Trademarks/Trade Names Owned by Advanced Instruments, LLC

#### *US Trademark Registrations*

Mark	Serial No.	Registration No.
A20	76700125	3998321
ANOXOMAT	76133555	2614162
AUTOPLATE	74558955	1936740
FLUOROPHOS	73761798	1548796
GLOCYTE	85686193	4426463
LACTROL	73804634	1603261
MICROTABS	74004819	1617262
OSMO1	87484839	5425207
OsmoPRO	86457913	4999082
OSMOTECH	87800520	5645257
PALLADOX	87861599	5729577
Q-COUNT	75825629	2497004

#### *US Trademark Applications*

None.

#### *State Trademark Registrations*

None.