TRADEMARK ASSIGNMENT COVER SHEET

900757091

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM793953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PerkinElmer U.S. LLC		03/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Owl Rock Capital Corporation
Street Address:	399 PARK AVENUE, 38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5339535	AUROFLOW
Registration Number:	5172950	AVIO
Registration Number:	4081280	AXION
Registration Number:	3230875	CHROMERA
Registration Number:	4157205	CHROMION
Registration Number:	2983798	CLARUS
Registration Number:	3560698	CUSTODION
Registration Number:	3183118	DOTLINK
Registration Number:	1200872	HGA
Registration Number:	3195222	IRIS
Registration Number:	5652765	LAMBDA
Registration Number:	5149562	MAXSIGNAL
Registration Number:	3228675	MODULAR DISPENSE TECHNOLOGY
Registration Number:	3855005	NEXION
Registration Number:	2887711	ONESOURCE
Registration Number:	6688750	ONESOURCE
Registration Number:	4003890	PINAACLE
Registration Number:	6901687	PUREVIEW
Registration Number:	5157715	QSIGHT

TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	6446230	QUASAR
Registration Number:	3489570	SATURNA
Registration Number:	6142422	SIMPLICITY
Registration Number:	4064733	SUPRA-CLEAN
Registration Number:	4064734	SUPRA-POLY
Registration Number:	3465428	TORION
Registration Number:	2572019	TOTALCHROM
Registration Number:	4056693	ULTRASPRAY

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9686

Email: ypan@proskauer.com
Correspondent Name: Kathryn S.Buckley
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	56013.106
NAME OF SUBMITTER:	Kathryn S.Buckley
SIGNATURE:	/Kathryn S.Buckley/
DATE SIGNED:	03/13/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by the entity identified as the GRANTOR on the signature pages hereto (the "Grantor") in favor of Owl Rock Capital Corporation, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Administrative Agent").

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of March 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all United States registered or applied for Trademarks, including those listed on <u>Schedule A</u> hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. <u>TERMINATION</u>

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor, and at the Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

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

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

PERKINELMER U.S. LLC, as the GRANTOR

By: G. Yumker Name: Benjamin Trachtenberg

Title: Senior Vice President and Chief Financial

Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

OWL ROCK CAPITAL CORPORATION, as

Administrative Agent

By: Owl Rock Capital Advisors LLC, its Investment

Advisor

Name: Jeff Walwyn

Title: Authorized Signatory

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SCHEDULE A to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Status	Filing Date	Serial No.	Date of Registration	Registration No.	Owner ¹
AUROFLOW	Registered	25-Apr-17	87423847	21-Nov-17	5339535	PerkinElmer U.S. LLC
AVIO	Registered	5-Apr-16	86964143	28-Mar-17	5172950	PerkinElmer U.S. LLC
AXION	Registered	15-Feb-11	85243025	3-Jan-12	4081280	PerkinElmer U.S. LLC
CHROMERA	Registered	6-Jan-05	78543055	17-Apr-07	3230875	PerkinElmer U.S. LLC
CHROMION	Registered	30-Sep-11	85436933	12-Jun-12	4157205	PerkinElmer U.S. LLC
CLARUS	Registered	29-Jun-02	78140111	9-Aug-05	2983798	PerkinElmer U.S. LLC
CUSTODION	Registered	30-May-08	77487828	13-Jan-09	3560698	PerkinElmer U.S. LLC
dotLINK	Registered	22-Aug-05	78697635	12-Dec-06	3183118	PerkinElmer U.S. LLC
HGA	Registered	11-Jul-79	73222980	13-Jul-82	1200872	PerkinElmer U.S. LLC
IRIS	Registered	22-Aug-05	78697452	2-Jan-07	3195222	PerkinElmer U.S. LLC
LAMBDA	Registered	21-Nov-17	87693480	15-Jan-19	5652765	PerkinElmer U.S. LLC
MaxSignal	Registered	22-Apr-16	87010760	28-Feb-17	5149562	PerkinElmer U.S. LLC
MODULAR DISPENSE TECHNOLOGY	Registered	7-Apr-05	78603814	10-Apr-07	3228675	PerkinElmer U.S. LLC
NEXION	Registered	10-Feb-10	77932320	28-Sep-10	3855005	PerkinElmer U.S. LLC
ONESOURCE	Registered	31-Jan-03	78209583	21-Sep-04	2887711	PerkinElmer U.S. LLC
ONESOURCE	Registered	5-Feb-18	87784846	5-Apr-22	6688750	PerkinElmer U.S. LLC

¹ The ownership change is in process with the USPTO.

Mark	Status	Filing Date	Serial No.	Date of Registration	Registration No.	Owner ¹
PINAACLE	Registered	17-Sep-10	85131922	26-Jul-11	4003890	PerkinElmer U.S. LLC
PUREVIEW	Registered	24-Mar-20	88845151	15-Nov-22	6901687	PerkinElmer U.S. LLC
QSight	Registered	25-Feb-16	86919714	7-Mar-17	5157715	PerkinElmer U.S. LLC
QUASAR	Registered	6-Nov-20	90303807	10-Aug-21	6446230	PerkinElmer U.S. LLC
SaTurnA	Registered	7-Apr-07	77151261	19-Aug-08	3489570	PerkinElmer U.S. LLC
SIMPLICITY	Registered	21-Jun-18	88010027	1-Sep-20	6142422	PerkinElmer U.S. LLC
SUPRA-CLEAN	Registered	27-Jan-11	85228019	29-Nov-11	4064733	PerkinElmer U.S. LLC
SUPRA-POLY	Registered	27-Jan-11	85228022	29-Nov-11	4064734	PerkinElmer U.S. LLC
TORION	Registered	2-May-07	77170776	15-Jul-08	3465428	PerkinElmer U.S. LLC
TOTALCHROM	Registered	9-Mar-00	75939470	21-May-02	2572019	PerkinElmer U.S. LLC
ULTRASPRAY	Registered	30-Mar-09	77701927	15-Nov-11	4056693	PerkinElmer U.S. LLC

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RECORDED: 03/13/2023