

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423361

<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>
CALIMMUNE, INC.		04/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	555 Mission street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87125675	GENECAPS	
<b>Serial Number:</b>	87147112	SELECT+	
<b>Serial Number:</b>	87125729	GENERATE INNOVATION	
<b>Serial Number:</b>	87125717	GENERATE HOPE	
<b>Serial Number:</b>	87125702	GENERATE IMMUNITY	
<b>Serial Number:</b>	87125662	CALIMMUNE	
<b>Serial Number:</b>	87125624	CALIMMUNE	
<b>Serial Number:</b>	87029749	DEMOCRATIZING GENE THERAPY	
<b>Serial Number:</b>	86867368	CYTEGRITY	
<b>Registration Number:</b>	4964811	CALIMMUNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8457043488		
<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>	8459774434		
<b>Email:</b>	asauther@vlplawgroup.com		
<b>Correspondent Name:</b>	VLP LAW GROUP LLP / Denise G. Zack, Esq.		
<b>Address Line 1:</b>	555 BRYANT STREET, SUITE 820		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94301		

OP \$265.00 87125675

<b>NAME OF SUBMITTER:</b>	Amy E. Sauther
<b>SIGNATURE:</b>	/Amy E. Sauther/
<b>DATE SIGNED:</b>	04/11/2017
<b>Total Attachments: 9</b> source=(SVB-Calimmune) EXECUTED IP Agreement#page1.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page2.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page3.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page4.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page5.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page6.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page7.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page8.tif source=(SVB-Calimmune) EXECUTED IP Agreement#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of April 11, 2017 by and between SILICON VALLEY BANK (“Bank”) and CALIMMUNE, INC. (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of April 11, 2017 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual 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 of 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 (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 Grantor now or hereafter existing, created, acquired or held;

(d) 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 (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Termination. This Agreement shall terminate without further action by Bank or Grantor, and Bank’s security interest pursuant hereto in the Intellectual Property Collateral shall be released, concurrent with the release of the security interest held by Bank in such property under the Loan Agreement.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

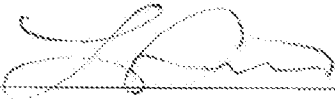
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

CALIMMUNE, INC.

  
\_\_\_\_\_

By: Louis Breton

Title: CEO

BANK:

SILICON VALLEY BANK

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

Title: \_\_\_\_\_

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK  
REEL: 006034 FRAME: 0198 

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.

GRANTOR:


CALIMMUNE, INC.

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

  
.....

By: Anthony Flores

Title: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Notes</u>
DUAL VECTOR FOR INHIBITION OF HUMAN IMMUNODEFICIENCY VIRUS	US20120201794 13384206	08/09/2012 04/27/2012	Co-owned with UCLA
GENE THERAPEUTIC FOR THE TREATMENT OF HIV AND USES THEREOF	PCT/US16/17931		Co-owned by University of New South Wales and St. Vincent's Hospital
METHODS OF DISCRIMINATING BETWEEN HIV-1 AND LENTIVIRAL VECTORS	PCT/US16/32767		Co-owned by University of New South Wales and St. Vincent's Hospital
METHODS AND SYSTEMS FOR ENHANCED ENGRAFTMENT OF CELLS FOR GENE THERAPY	62/327,373	4/26/2016	Solely owned by Calimmune
METHODS AND COMPOSITIONS FOR TREATING CONDITIONS USING RECOMBINANT SELF-COMPLEMENTARY ADENO-ASSOCIATED VIRUS	62/377,297	8/19/2016	Solely owned by Calimmune
METHODS AND COMPOSITIONS FOR TREATING EQUINE CONDITIONS USING RECOMBINANT SELF-COMPLEMENTARY ADENO-ASSOCIATED VIRUS	62/377,281		Co-owned by University of North Carolina and Colorado State University
METHODS AND COMPOSITIONS FOR TREATING CANINE CONDITIONS USING RECOMBINANT SELF-COMPLEMENTARY ADENO-ASSOCIATED VIRUS	62/377,346		Solely owned by Calimmune
IN VIVO CHEMOSELECTION WITH LOW DOSE THIIOGUANINE	62/423,794		Solely owned by Calimmune
DUAL VECTOR FOR INHIBITION OF HUMAN IMMUNODEFICIENCY VIRUS	15/150,373		Co-owned with UCLA
BIO-PRODUCTION OF LENTIVIRAL VECTORS	PCT/US16/31959		Solely owned by Calimmune

EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GENECaps	87125675	08/03/2016
Select+	87147112	08/23/2016
Generate Innovation	87125729	08/03/2016
Generate Hope	87125717	08/03/2016
Generate Immunity	87125702	08/03/2016
CALIMMUNE	87125662	08/03/2016
 CALIMMUNE	87125624	08/03/2016
Democratizing Gene Therapy	87029749	05/09/2016
CYTEGRITY	86867368	01/06/2016
CALIMMUNE	4964811	05/24/2016
	85696441	08/06/2012

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE