

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM436098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protein Sciences Corporation		07/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aventis Inc.		
Street Address:	55 Corporate Drive		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2927083	GENEXPRESS	
Registration Number:	2516482	GENEXPRESS	
Registration Number:	1730487		
Registration Number:	2511789	GENEXPRESS	
Registration Number:	3088526	FLUBLOK	
Registration Number:	3151374	FLUBLOK	
Registration Number:	2359863	EXPRESSF+	
Registration Number:	4074469	PANBLOK	
Registration Number:	2892158	GENEXPRESS	
Registration Number:	2377113	GENEXPRESS	
Registration Number:	2377112	GENEXPRESS	
Serial Number:	87089847	FLUFENSE	
Serial Number:	87089771	FLURESPONSE	
Serial Number:	86471333	NEXFLU	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.3108.583		

CH \$365.00 2927083

Email: juan.arias@weil.com
Correspondent Name: Christina O'Connell
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: C. O'Connell 71937.0132

NAME OF SUBMITTER: Christina O'Connell

SIGNATURE: /Christina O'Connell/

DATE SIGNED: 07/21/2017

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of July 21, 2017, (this "Agreement"), by Protein Sciences Corporation, a Delaware corporation (the "Grantor") in favor of Aventis Inc., a Pennsylvania corporation ("Parent").

Reference is made to that certain Promissory Note, dated as of the date hereof (the "Promissory Note"), among the Grantor and Parent. Consistent with the requirements set forth in the Promissory Note, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Promissory Note.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the obligations of the Grantor under the Promissory Note, including, but not limited to, payments of principal and interest and all other obligations with respect to the Promissory Note, the Grantor, pursuant to the Promissory Note, did and hereby does pledge, mortgage, transfer and grant to Parent, its successors and permitted assigns, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Promissory Note.* The security interests granted to Parent herein are granted in furtherance, and not in limitation of, the security interests granted to Parent pursuant to the Promissory Note. The Grantor hereby acknowledges and affirms that the rights and remedies of Parent with respect to the IP Collateral are more fully set forth in the Promissory Note, 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 Promissory Note, the terms of the Promissory Note shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPANY:

PROTEIN SCIENCES CORPORATION

By: Manon Cox
Name: Manon M.J. Cox
Title: President and CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006116 FRAME: 0437

SCHEDULE I

TRADEMARKS

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Protein Sciences Corporation	GENEXPRESS	Registered	75/483,780	5/12/1998	2,927,083	2/22/2005
Protein Sciences Corporation	GENEXPRESS and Design	Registered	75/914,043	2/9/2000	2,516,482	12/11/2001
Protein Sciences Corporation	DESIGN	Registered	74/153,468	3/28/1991	1,730,487	11/10/1992
Protein Sciences Corporation	GENEXPRESS	Registered	75/914,042	2/9/2000	2,511,789	11/27/2001
Protein Sciences Corporation	BACULOKIT	Abandoned	76/591,435	5/10/2004	3,052,286	1/31/2006
Protein Sciences Corporation	FLUBLOK	Registered	78/415,179	5/7/2004	3,088,526	5/2/2006
Protein Sciences Corporation	FLUBLOK and Design	Registered	76/617,220	10/21/2004	3,151,374	10/3/2006
Protein Sciences Corporation	EXPRESSF+	Registered	75/684,834	4/19/1999	2,359,863	6/20/2000
Protein Sciences Corporation	PANBLOK	Registered	77/568,078	9/11/2008	4,074,469	12/20/2011
Protein Sciences Corporation	GENEXPRESS & Design	Registered	75/837,517	11/1/1999	2,892,158	10/12/2004
Protein Sciences Corporation	GENEXPRESS	Registered	75/672,307	3/31/1999	2,377,113	8/15/2000
Protein Sciences Corporation	GENEXPRESS & Design	Registered	75/672,306	3/31/1999	2,377,112	8/15/2000
Protein Sciences Corporation	FLUFENSE	Published	87/089,847	6/30/2016		
Protein Sciences Corporation	FLURESPONSE	Published	87/089,771	6/30/2016		
Protein Sciences Corporation	NEXFLU	Published	86/471,333	12/4/2014		