

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480626

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brammer Bio Holding Company, LLC		07/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd., MAC D1109-019		
<b>Internal Address:</b>	Attn: Syndication Agency Services		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5419549	HELPING TO CURE	
<b>Registration Number:</b>	5070378	MANUFACTURING PERSONALIZED	
<b>Serial Number:</b>	87944758	BRAMMER BIO	
<b>Serial Number:</b>	87944748	BRAMMER BIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402701		
<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>	8602402935		
<b>Email:</b>	michelle.fournier@morganlewis.com		
<b>Correspondent Name:</b>	Michelle Fournier		
<b>Address Line 1:</b>	One State Street		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Michelle Walters Fournier		
<b>SIGNATURE:</b>	/Michelle Walters Fournier/		
<b>DATE SIGNED:</b>	07/05/2018		
<b>Total Attachments: 5</b>			

OP \$115.00 5419549

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 3, 2018, is made by **BRAMMER BIO HOLDING COMPANY, LLC**, a Delaware limited liability company (the "Grantor").

**WHEREAS**, the Grantor and **WELLS FARGO BANK, NATIONAL ASSOCIATION** as Administrative Agent (in such capacity, the "Administrative Agent") are parties to that certain Security Agreement by and among the Grantor, the Administrative Agent and the other persons party thereto from time to time (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement").

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, performance and observance, as applicable, in full of the Secured Obligations, the Grantor did, and hereby does, pledge and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all right, title and interest in or to any and all of the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including those listed on Schedule A attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. The Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each of the parties hereto 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

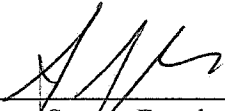
SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

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.

**BRAMMER BIO HOLDING COMPANY, LLC,**  
a Delaware limited liability company


By:   
Name: Steven Favaloro  
Title: Vice President, Finance and Accounting

**ACKNOWLEDGED AND AGREED**

as of the date first above written:

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

as Administrative Agent

By:   
Name: Monique Dubisky  
Title: Director


[Brammer Bio - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006372 FRAME: 0378**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>APPLICATION DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BRAMMER BIO HOLDING COMPANY, LLC	Helping to Cure®	87307278	01/19/2017	5419549	03/06/2018
BRAMMER BIO HOLDING COMPANY, LLC	Manufacturing Personalized®	86936763	03/11/2016	5070378	10/25/2016
BRAMMER BIO HOLDING COMPANY, LLC		87944758	06/01/2018	N/A	N/A
BRAMMER BIO HOLDING COMPANY, LLC	BRAMMER BIO	87944748	06/01/2018	N/A	N/A