

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474339

<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>
KineMed, Inc.		05/15/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Meyers Law Group, P.C.		
<b>Street Address:</b>	44 Montgomery Street, Suite 1010		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3395688	KINEMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(310) 415-6254		
<b>Email:</b>	steven.papkin@fisherbroyles.com		
<b>Correspondent Name:</b>	Steven Papkin		
<b>Address Line 1:</b>	5670 Wilshire Boulevard, Suite 1800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90036		
<b>NAME OF SUBMITTER:</b>	Steven C. Papkin		
<b>SIGNATURE:</b>	/stevepapkin/		
<b>DATE SIGNED:</b>	05/16/2018		
<b>Total Attachments: 5</b>			
source=Trademark Security Agreement (Final)#page1.tif			
source=Trademark Security Agreement (Final)#page2.tif			
source=Trademark Security Agreement (Final)#page3.tif			
source=Trademark Security Agreement (Final)#page4.tif			
source=Trademark Security Agreement (Final)#page5.tif			

OP \$40.00 3395688

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated May 15, 2018, is made by KineMed, Inc., a Delaware corporation (the "Grantor"), in favor of Meyers Law Group, P.C., a California professional corporation (the "Secured Party").

WHEREAS, Grantor has executed a secured promissory note, dated as of the date hereof (the "Note") in an aggregate principal amount of \$[400,000] in favor of Secured Party.

WHEREAS, Grantor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain Trademarks (as defined below) of the Grantor, and has agreed as a condition thereof to execute Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security.** Grantor hereby grants to the Secured Party a security interest in Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, owned by the Grantor, (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), including, without limitation, each trademark registration and application therefor, referred to in Schedule 1 hereto (collectively, "Trademarks");
- (ii) all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (iii) each Trademark license to which the Grantor is a party, including, without limitation, each Trademark license referred to in Schedule 1 hereto, and all of the

goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

- (iv) all registrations and applications for registration for any Trademark, together with all extensions and renewals thereof;
- (v) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

2. **No Breach of Existing License Agreements.** Notwithstanding anything to the contrary in the foregoing or on Schedule 1 hereto, the term "Trademark", as used herein, shall include rights and interests under licensing agreements pursuant to which Grantor is the licensee, and the trademarks licensed thereunder, only to the extent that the grant of security interest in such rights and interests (as contemplated by this Agreement) would not result in a breach of the terms of or constitute a default under any such licensing agreement.

3. **No Transfer of Grantor's Rights.** Except to the extent expressly permitted in the Security Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

4. **Security for Secured Obligations.** The grant of continuing security interest in the Trademark Collateral by Grantor under this Agreement secures the payment of all Obligations (as defined in the Security Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

5. **Grants, Rights and Remedies.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

6. **Recordation.** The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Agreement.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed, shall be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by way of facsimile or electronic copy, which shall be deemed an original for all purposes.

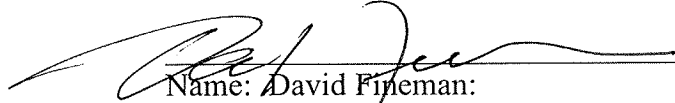
8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

**REMAINDER OF PAGE HAS INTENTIONALLY BEEN LEFT BLANK**

IN WITNESS WHEREOF, each of Grantor and Secured Party has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

**GRANTOR:**

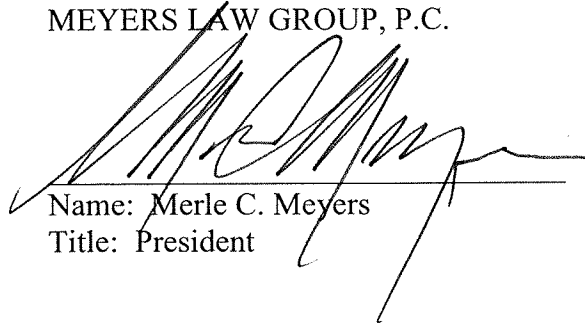
KINEMED, INC.

A handwritten signature in black ink, appearing to read "David Fineman", written over a horizontal line.

Name: David Fineman:  
Title: Chief Executive Officer

**SECURED PARTY:**

MEYERS LAW GROUP, P.C.

A handwritten signature in black ink, appearing to read "Merle C. Meyers", written over a horizontal line.

Name: Merle C. Meyers  
Title: President

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

US Registered Trademarks

1. KINEMED (Reg. No. 3,395,688)