

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488720

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ICAGEN, INC.		08/31/2018	Corporation: DELAWARE
ICAGEN CORP.		08/31/2018	Corporation: NEVADA
CALDERA DISCOVERY, INC.		08/31/2018	Corporation: DELAWARE
XRPRO SCIENCES, INC.		08/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings II, LP		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5243971	ICAGEN	
<b>Registration Number:</b>	4390286	MXRF	
<b>Registration Number:</b>	3507712	XRPRO	
<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>	212-655-3372		
<b>Email:</b>	dmangan@chapman.com		
<b>Correspondent Name:</b>	Chapman and Cutler LLP		
<b>Address Line 1:</b>	1270 Avenue of the Americas, 30th Floor		
<b>Address Line 2:</b>	Deirdre Mangan		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>NAME OF SUBMITTER:</b>	Deirdre Mangan		
<b>SIGNATURE:</b>	/Deirdre Mangan/		
<b>DATE SIGNED:</b>	09/05/2018		

OP \$90.00 5243971

**Total Attachments: 5**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

ICAGEN, INC.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2018

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Perceptive Credit Holdings II, LP

Street Address: 51 Astor Place, 10th Floor

City: New York

State: New York

Country: USA Zip: 10003

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship Delaware  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: \_\_\_\_\_

Email Address: dmangan@chapman.com

### 6. Total number of applications and registrations involved:

3

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

## ADDENDUM TO TRADEMARKS COVER SHEET

### 1. Name and state of additional conveying parties:

(i) Name: ICAGEN CORP.

State: Nevada corporation

Type: corporation

Citizenship: Nevada

(ii) Name: CALDERA DISCOVERY, INC.

State: Delaware

Type: corporation

Citizenship: Delaware

(iii) Name: XRPRO SCIENCES, INC.

State: Delaware

Type: corporation

Citizenship: Delaware

**TRADEMARK SECURITY AGREEMENT**

August 31, 2018

WHEREAS, ICAGEN, INC., a Delaware corporation ("*Borrower*") and each entity that becomes a "Grantor" under the Security Agreement (together with Borrower, the "*Grantors*" and each, a "*Grantor*") are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS II, LP, as administrative agent for the Secured Parties (in such capacity, the "*Administrative Agent*"), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property constituting Collateral, including without limitation the trademarks and trademark applications listed on Schedule A hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement;

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

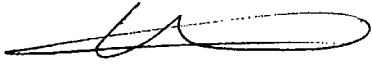
As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the trademarks, whether now owned or at any time hereafter acquired, owned by such Grantor and constituting Collateral that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

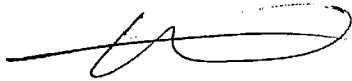
[signature to follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

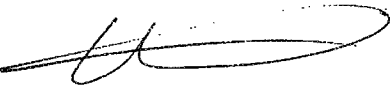
ICAGEN, INC.,  
as Grantor

By:   
Name: Richard Cunningham  
Title: CEO


ICAGEN CORP.,  
as Grantor

By:   
Name: Richard Cunningham  
Title: CEO

CALDERA DISCOVERY, INC.,  
as Grantor

By:   
Name: Richard Cunningham  
Title: \_\_\_\_\_

XRPRO SCIENCES, INC.,  
as Grantor

By:   
Name: Richard Cunningham  
Title: CEO

**Schedule A  
to Trademark Security Agreement**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Status</b>
Icagen, Inc.	ICAGEN	USA	87008899	5243971	Live
Icagen, Inc.	MXRF	USA	85291101	4390286	Live
Icagen, Inc.	XRPRO	USA	77377389	3507712	Live