

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500795

<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>
SONENDO, Inc.		12/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings, LP		
<b>Street Address:</b>	51 ASTOR PLACE, 10TH FLOOR		
<b>Internal Address:</b>	C/O PERCEPTIVE ADVISORS LLC		
<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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5453831	GENTLEWAVE	
<b>Registration Number:</b>	5448791		
<b>Registration Number:</b>	5438461	GENTLEWAVE	
<b>Serial Number:</b>	88098171	GENTLEFILE	
<b>Serial Number:</b>	87797947	SOUNDSEAL	
<b>Serial Number:</b>	87797964	SOUNDSEAL	
<b>Serial Number:</b>	87913751	SOUNDSEALER	
<b>Serial Number:</b>	87913767	SOUNDFILL	
<b>Serial Number:</b>	87913776	SOUNDGUIDE	
<b>Serial Number:</b>	88034971	GPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>	703-760-7360		
<b>Email:</b>	hcheng@mofa.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard, Suite 400		
<b>Address Line 2:</b>	Morrison & Foerster LLP		

CH \$265.00 5453831

TRADEMARK

<b>Address Line 4:</b>	McLean, VIRGINIA 22102
<b>ATTORNEY DOCKET NUMBER:</b>	72295-26
<b>NAME OF SUBMITTER:</b>	Jeffrey Xu
<b>SIGNATURE:</b>	/Jeffrey Xu/
<b>DATE SIGNED:</b>	12/05/2018
<b>Total Attachments: 5</b> source=(Executed) Sonendo - Amendment to Trademark Security Agreement#page1.tif source=(Executed) Sonendo - Amendment to Trademark Security Agreement#page2.tif source=(Executed) Sonendo - Amendment to Trademark Security Agreement#page3.tif source=(Executed) Sonendo - Amendment to Trademark Security Agreement#page4.tif source=(Executed) Sonendo - Amendment to Trademark Security Agreement#page5.tif	

**AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of December 5, 2018 (this “*Trademark Amendment*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings, LP, as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties.

**RECITALS**

WHEREAS, the Trademark Grantors and the Collateral Agent entered into a certain Security Agreement, dated as of June 23, 2017 (the “*Security Agreement*”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, in connection with the Security Agreement, the Trademark Grantors and the Collateral Agent entered into a certain Trademark Security Agreement dated as of June 23, 2017 (the “*Trademark Security Agreement*”);

WHEREAS, pursuant to the Trademark Security Agreement, the Trademark Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in in the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Grantors and the Collateral Agent wish to amend the Trademark Security Agreement to include certain additional Trademarks.

NOW, THEREFORE, the Trademark Grantors and the Collateral Agent agree as follows:

1. The Trademark Security Agreement is amended by supplementing the list of Trademarks appended to the Trademark Security Agreement by adding the additional Trademarks set forth in **Schedule 1** hereto.

2. Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Amendment.

3. Except as herein expressly amended and supplemented, all of the terms and provisions of the Trademark Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

4. **THIS TRADEMARK AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

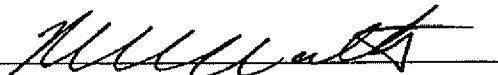
5. This Trademark Amendment may be executed by one or more of the parties to this Trademark Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Amendment by facsimile transmission or electronic

transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK AMENDMENT to be executed and delivered by its duly authorized officer as of the date first above written.

**SONENDO, INC.**

By:   
Name: Michael Watts  
Title: Chief Financial Officer

Address:  
26061 Merit Circle, Suite 102  
Laguna Hills, CA 92653

[Signature Page to Amendment to Trademark Security Agreement]

ny-1346944

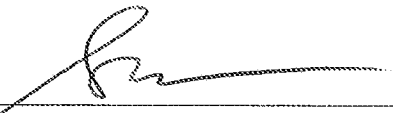
**TRADEMARK**  
**REEL: 006495 FRAME: 0201**

Accepted and Agreed:

**PERCEPTIVE CREDIT HOLDINGS, LP, as Collateral Agent**

**By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner**


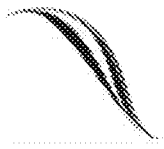
By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By   
Name: Sam Chawla  
Title: Portfolio Manager

Perceptive Credit Holdings, LP  
c/o Perceptive Advisors LLC  
51 Astor place, 10th floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com

**SCHEDULE 1**  
**to the Amendment to Trademark Security Agreement**

**Trademark Registrations And Applications**

<b>Mark/Application</b>	<b>Serial/ Registration Number</b>	<b>Filing/ Registration Date</b>	<b>Owner</b>	<b>Filing Location</b>
 GENTLE WAVE	5453831	4/24/2018	Sonendo, Inc.	US
	5448791	4/17/2018	Sonendo, Inc.	US
GENTLEWAVE	5438461	4/03/2018	Sonendo, Inc.	US
GENTLEFILE	88/098171	8/29/2018	Sonendo, Inc.	US
SOUNDSEAL	87/797947	2/14/2018	Sonendo, Inc.	US
SOUNDSEAL	87/797964	2/14/2018	Sonendo, Inc.	US
SOUNDSEALER	87/913751	5/09/2018	Sonendo, Inc.	US
SOUNDFILL	87/913767	5/09/2018	Sonendo, Inc.	US
SOUNDGUIDE	87/913776	5/09/2018	Sonendo, Inc.	US
GPS	88/034971	7/12/2018	Sonendo, Inc.	US