

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taconic Biosciences, Inc.		02/01/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5145910	ETACONIC	
Registration Number:	5152675	FRAPID	
Registration Number:	4882563	TACONIC	
Registration Number:	4882564		
Registration Number:	4882562	TACONIC BIOSCIENCES	
Registration Number:	4882565	TACONIC	
Registration Number:	3523642	TACONIC	
Registration Number:	1777372	TSG-P53	
Registration Number:	0655651	TACONIC	
Registration Number:	5356293	EZCOHORT	
Registration Number:	5306263	EXPRESSMODEL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		


OP \$290.00 5145910

TRADEMARK

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	02/07/2019
Total Attachments: 7 source=image2019-02-07-145737#page1.tif source=image2019-02-07-145737#page2.tif source=image2019-02-07-145737#page3.tif source=image2019-02-07-145737#page4.tif source=image2019-02-07-145737#page5.tif source=image2019-02-07-145737#page6.tif source=image2019-02-07-145737#page7.tif	

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)/Execution Date(s): <p style="text-align: center;"><u>Taconic Biosciences, Inc.</u></p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company Citizenship: <u>NY</u> Execution Date(s) <u>February 1, 2019</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Israel Discount Bank of New York</u> Internal Address: Street Address: <u>511 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10017</u> <input checked="" type="checkbox"/> Association Citizenship: <u>USA</u> <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input type="checkbox"/> Other LLC Citizenship: If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other			
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwer.com</u>		6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name:	
9. Signature:  Signature Gloria Sheehan Name of Person Signing		February 7, 2019 Date Total number of pages including cover sheet, attachments, and document: 7	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, this "IP Security Agreement") dated as of February 1, 2019 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Israel Discount Bank of New York ("IDBNY"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of February 1, 2019 (as amended, amended and restated, supplemented, extended or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among TACONIC BIOSCIENCES HOLDINGS CORP., a Delaware corporation ("Holdings"), TACONIC MERGER SUB CORP., a New York corporation (as Merger Sub and, at any time prior to the consummation of the Acquisition, the "Borrower"), TACONIC BIOSCIENCES, INC., a New York corporation (as the Company and, upon and at any time after the consummation of the Acquisition, the "Borrower"), TACONIC BIOSCIENCES A/S, a Danish limited company (the "TB Denmark"), TACONIC BIOSCIENCES GmbH, a German limited liability company (the "TB Germany") and the other Guarantors referred to therein, the Lenders referred to therein, IDBNY, as administrative agent for the Lenders, and the Collateral Agent, the Lenders made Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Security Agreement dated as of February 1, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral"):

(a) all of its Trademarks, including those material United States federal Trademark applications and registrations referred to on Schedule 1 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the IP 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 IP Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

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

Section 5. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN

ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this IP Security Agreement *mutatis mutandis* as if fully set forth herein. This IP Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

Section 9. Release and Termination. At the time provided in subsection 12.21(a) of the Loan Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement or the Security Agreement that would result in the release of all or a portion of the IP Collateral, all or such applicable portion of the IP Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Collateral Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

TACONIC BIOSCIENCES, INC.

By: _____





Name: Shaun Fitzgibbon

Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006554 FRAME: 0642

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Class	App. Number	App. Date	Reg. Number	Reg. Date	Owner
eTACONIC	United States	44	87098852	July 11, 2016	5145910	Feb. 21, 2017	Taconic Biosciences, Inc.
FRapid	United States	44	86940246	March 15, 2016	5152675	Feb. 28, 2017	Taconic Biosciences, Inc.
 TACONIC	United States	31, 40, 42, 44	86390318	September 10, 2014	4882563	Jan. 5, 2016	Taconic Biosciences, Inc.
	United States	31, 40, 42, 44	86390320	September 10, 2014	4882564	Jan. 5, 2016	Taconic Biosciences, Inc.
TACONIC BIOSCIENCES	United States	31, 40, 42, 44	86390317	September 10, 2014	4882562	Jan. 5, 2016	Taconic Biosciences, Inc.
 TACONIC	United States	31, 40, 42, 44	86390324	September 10, 2014	4882565	Jan. 5, 2016	Taconic Biosciences, Inc.
TACONIC	United States	42, 44	77386276	February 1, 2008	3523642	Oct. 28, 2008	Taconic Biosciences, Inc.
TSG-P53	United States	31	74233418	December 20, 1991	1777372	June 15, 1993	Taconic Biosciences, Inc.
TACONIC	United States	31	72026648	March 21, 1957	0655651	Dec. 17, 1957	Taconic Biosciences, Inc.
EZcohort	United States	31	87207997	October 19, 2016	5356293	Dec. 12, 2017	Taconic Biosciences, Inc.

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Trademark	Country	Class	App. Number	App. Date	Reg. Number	Reg. Date	Owner
ExpressMODEL	United States	44	87375556	March 17, 2017	5306263	Oct. 10, 2017	Taconic Biosciences, Inc.

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