

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM521950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gossamer Bio, Inc.		05/02/2019	Corporation: DELAWARE
Gossamer Bio Services, Inc.		05/02/2019	Corporation: DELAWARE
GB001, Inc.		05/02/2019	Corporation: DELAWARE
GB002, INC.		05/02/2019	Corporation: DELAWARE
GB003, INC.		05/02/2019	Corporation: DELAWARE
GB004, INC.		05/02/2019	Corporation: DELAWARE
GB005, INC.		05/02/2019	Corporation: DELAWARE
GB006, INC.		05/02/2019	Corporation: DELAWARE
GB007, INC.		05/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as agent		
Street Address:	7255 Woodmont Ave., Suite 200		
Internal Address:	c/o Midcap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88387765	GOSSAMERBIO	
Serial Number:	88387761	GOSSAMERBIO	
Serial Number:	88387758	GOSSAMERBIO	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan of Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		

TRADEMARK

Address Line 2:	Attn: Box Intellectual Property
Address Line 4:	McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Valerie Brennan of Hogan Lovells US LLP
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SIGNATURE:	/vb/
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DATE SIGNED:	05/03/2019
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 2nd day of May, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **GOSSAMER BIO, INC.**, a Delaware corporation ("Parent"), **GOSSAMER BIO SERVICES, INC.**, a Delaware corporation ("Gossamer Bio Services"), **GB001, INC.**, a Delaware corporation ("GB001"), **GB002, INC.**, a Delaware corporation ("GB002"), **GB003, INC.**, a Delaware corporation ("GB003"), **GB004, INC.**, a Delaware corporation ("GB004"), **GB005, INC.**, a Delaware corporation ("GB005"), **GB006, INC.**, a Delaware corporation ("GB006") and **GB007, INC.**, a Delaware corporation ("GB007") together with Parent, Gossamer Bio Services, GB001, GB002, GB003, GB004, GB005, GB006 and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors and other Credit Parties (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Guaranty and Security Agreement, by and between Agent, the Lenders, the Grantors and the other Credit Parties party thereto dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Credit Parties, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents, (as each term is described below) to secure the obligations of the Credit Parties under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY,

AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

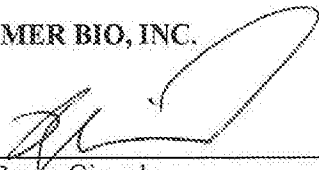
The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


GOSSAMER BIO, INC.

By: 
Name: Bryan Giraudo
Title: Chief Financial Officer

Address:

Gossamer Bio, Inc.
3013 Science Park Road
San Diego, CA 92121
Attn: VP, Finance
Fax: 858-625-0146
Email: jhowe@gossamerbio.com

GOSSAMER BIO SERVICES, INC.

By: 
Name: Bryan Giraudo
Title: Chief Financial Officer

GB001, INC.

By: _____
Name: Jill Howe
Title: Treasurer

GB002, INC.

By: _____
Name: Jill Howe
Title: Treasurer

GB003, INC.

By: _____
Name: Jill Howe
Title: Treasurer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

GOSSAMER BIO, INC.

By: _____
Name: Bryan Giraudo
Title: Chief Financial Officer


Address:

Gossamer Bio, Inc.
3013 Science Park Road
San Diego, CA 92121
Attn: VP, Finance
Fax: 858-625-0146
Email: jhowe@gossamerbio.com

GOSSAMER BIO SERVICES, INC.

By: _____
Name: Bryan Giraudo
Title: Chief Financial Officer


GB001, INC.

By:  _____
Name: Jill Howe
Title: Treasurer

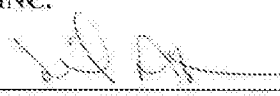
GB002, INC.

By:  _____
Name: Jill Howe
Title: Treasurer

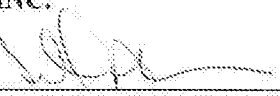
GB003, INC.

By:  _____
Name: Jill Howe
Title: Treasurer

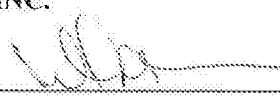
GB004, INC.

By: 
Name: Jill Howe
Title: Treasurer

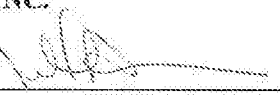
GB005, INC.

By: 
Name: Jill Howe
Title: Treasurer

GB006, INC.

By: 
Name: Jill Howe
Title: Treasurer

GB007, INC.

By: 
Name: Jill Howe
Title: Treasurer

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT C

Trademarks

Owner	Name/Identifier	Application No.	Filing Date	Expiration Date
Gossamer Bio, Inc.	GOSSAMERBIO	88/387765	16-April-19	N/A
Gossamer Bio, Inc.	GOSSAMERBIO Stylized & Circle Design (Blk/Wh)	88/387761	16-April-19	N/A
Gossamer Bio, Inc.	GOSSAMERBIO Stylized & Circle Design (Blk/Wh)	88/387758	16-April-19	N/A