

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539766

<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>
VITAL BIOSCIENCES INC.		08/28/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	200 Bay Street, Suite 2210, South Tower, Royal Bank Plaza		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87897227	HYPODERMOSCOPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657048		
<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>	4168657152		
<b>Email:</b>	sharon.groom@mcmillan.ca		
<b>Correspondent Name:</b>	MCMILLAN LLP		
<b>Address Line 1:</b>	181 BAY STREET, SUITE 4400		
<b>Address Line 4:</b>	TORONTO, CANADA M5J 2T3		
<b>NAME OF SUBMITTER:</b>	Sharon Groom		
<b>SIGNATURE:</b>	/SEG/		
<b>DATE SIGNED:</b>	09/06/2019		
<b>Total Attachments: 5</b>			
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OP \$40.00 87897227

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Borrower)**

This Intellectual Property Security Agreement is entered into as of August 28, 2019 (as the same may from time to time be amended, restated, modified or supplemented, this "Agreement") by and between VITAL BIOSCIENCES INC., a company organized under laws of Canada ("Grantor") and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor made as of the date hereof (as the same may from time to time be amended, restated, modified or supplemented, the "Loan Agreement").

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof by Grantor in favor of Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and otherwise. All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

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 Loan Agreement, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and any of the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, 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 Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office and /or Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

GRANTOR:

VITAL BIOSCIENCES INC.

By: 

Name: SRINIVAS NARSULA

Title: Chief Executive Officer

BANK:

COMERICA BANK

By: 

Name: KAMAL BAL

Title: VICE PRESIDENT  
COMERICA BANK

**EXHIBIT A**

**Copyrights**

Nil

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Status</b>	<b>Application/ Registration No.</b>
IMAGING BIOLOGICAL TISSUE OR OTHER SUBJECTS	Notice of Allowance Mailed	16136983
DIAGNOSTIC TEST BASE STATION	Patented Case	D819036
APPARATUS AND METHODS FOR SUBCUTANEOUS PHYSIOLOGICAL MEASUREMENTS	Provisional	62630946
DEVICES AND METHODS FOR CHEMICAL ANALYSIS OF SUBSTANCES, ANALYTES, AND ASSAYS	Provisional	62617468
SYSTEM AND METHOD FOR SEQUENCING BIOLOGICAL TISSUE AND DETERMINING THE PHYSICAL STATE OF A SUBJECT	Provisional	62561272
SYSTEM AND METHOD FOR ASSESSING RISK FOR SKIN DISEASES AND SKIN CANCER AND RETRIEVING PATIENT CASES	Provisional	62695935
Gel Electrophoresis Diagnostic Kit And Methods Of Using The Same	Provisional	62368635
Gel Electrophoresis Diagnostic Kit And Methods Of Using The Same	Provisional	62452429
Gel Electrophoresis Diagnostic Kit And Methods Of Using The Same	PCT	PCT/US17/44544
Electrophoresis Diagnostic Methods And Kits	Provisional	62/438,583
Electrophoresis Diagnostic Methods And Kits	PCT	PCT/US2017/068302
Methods And Systems For Analyte Detection	Provisional	62/450,623
Magnetic Particle-Based Immunoassay and Methods of Using the Same	Provisional	62/544,393
Magnetic Particle-Based Immunoassay and Methods of Using the Same	PCT	PCT/US2018/015440

**EXHIBIT C**

**Trademarks**

Trade-mark	Serial / Reg. No.
HYPODERMOSCOPY	87897227