

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gradalis, Inc.		12/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HC Innovative Partners, LP, as Collateral Agent		
Street Address:	155 N. Wacker Drive, Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3979617	FANG	
Registration Number:	3763590	GRADALIS	
Registration Number:	4140204	PBI-SHRNA	
Registration Number:	4919316	VIGIL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		
DATE SIGNED:	12/20/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this December 19th, 2019, by and between Gradalis, Inc., a Delaware corporation (the “Grantor”) whose address is 8333 Douglas Avenue, Suite 1600, Dallas, TX 75225, and HC Innovative Partners, LP, a Delaware limited partnership, as Collateral Agent for the Purchasers (as such terms are defined in the Note Purchase Agreement defined below) from time to time party to the Note Purchase Agreement (in such capacity, together with its successors and assigns in such capacity, “Agent”) whose address is 155 N. Wacker Drive, Suite 4400, Chicago, IL 60606.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement of even date herewith (such Note Purchase Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, being hereinafter referred to as the “Note Purchase Agreement”) by and among the Grantor, the Purchasers from time to time party thereto and the Agent, such Purchasers have agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to make the financial accommodations to Grantor as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Article 1 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Purchaser, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding commenced by or against Grantor under any provision of title 11 of the United States Code, as in effect from time to time, or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief, in each case involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Purchasers, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND


JUDICIAL REFERENCE SET FORTH IN SECTION 7.6 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

GRADALIS, INC., a Delaware corporation

DocuSigned by:


By: _____
Name: David Shanahan
Title: Chairman

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

HC INNOVATIVE PARTNERS, LP a
Delaware limited partnership

By: WP Innovative Partners LLC, its general
partner

By: _____
Name: _____
Title: _____

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

GRANTOR:

GRADALIS, INC., a Delaware corporation


By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

HC INNOVATIVE PARTNERS, LP a
Delaware limited partnership

By: WP Innovative Partners LLC, its general
partner

By: 
Name: JOSEPH E. BEARY
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Gradalis, Inc.	United States	FANG	3,979,617	Registered June 14, 2011
Gradalis, Inc.	United States	Gradalis	3,763,590	Registered March 23, 2010
Gradalis, Inc.	United States	PBI-SHRAN	4,140,204	Registered May 8, 2012
Gradalis, Inc.	United States	Vigil	4,919,316	Registered March 15, 2016

Trademark Intellectual Property Licenses

None.