

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557795

<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>
Cytosen Therapeutics, Inc.		01/16/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital V (UK) Limited		
<b>Street Address:</b>	25 Old Burlington Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1S 3AN		
<b>Entity Type:</b>	Corporation: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88048381	CYTOSEN THERAPEUTICS	
<b>Serial Number:</b>	88320219	CHANGING THE WORLD BILLIONS OF CELLS AT	
<b>Serial Number:</b>	88138951	NUMBERS MATTER	
<b>Serial Number:</b>	88048416	ACCELERATING INNOVATION IN NK CELL THERA	
<b>Serial Number:</b>	88048354	CYTOSEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127540330		
<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>	212-907-7300		
<b>Email:</b>	ejaffe@golenbock.com		
<b>Correspondent Name:</b>	Elizabeth A. Jaffe		
<b>Address Line 1:</b>	711 Third Avenue		
<b>Address Line 2:</b>	c/o Golenbock, 17th floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Robert B. Zimmerman		
<b>Address Line 1:</b>	711 Third Avenue		
<b>Address Line 2:</b>	Golenbock, 16th floor		

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<b>Address Line 4:</b> New York, NEW YORK 10017	
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Jaffe
<b>SIGNATURE:</b>	/Elizabeth A. Jaffe/
<b>DATE SIGNED:</b>	01/16/2020
<b>Total Attachments: 6</b> source=Cytosen Security Agreement#page1.tif source=Cytosen Security Agreement#page2.tif source=Cytosen Security Agreement#page3.tif source=Cytosen Security Agreement#page4.tif source=Cytosen Security Agreement#page5.tif source=Cytosen Security Agreement#page6.tif	

TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of January 16, 2020, by and between CYTOSEN THERAPEUTICS, INC., a Delaware corporation (“**Debtor**”), and KREOS CAPITAL V (UK) LIMITED, incorporated and registered in England and Wales (“**Secured Party**”).

**RECITALS**

A. Debtor and Secured Party have entered into a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the “**Security Agreement**”).

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Secured Party under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor and Secured Party hereby agree as follows:

1. **Security Interest.** Debtor hereby grants to Secured Party a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the “**Collateral**”), as security for the Obligations (as defined in the Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants to Secured Party that:

2.1. Schedule A sets forth all United States trademark registrations and applications owned by Debtor as of the date hereof.

2.2. As of the date hereof, to Debtor’s knowledge, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full corporate power and authority to enter into this Agreement and perform its terms.

**3. Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto. Debtor shall give to Secured Party written notice thereof and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor shall execute such further documents as may be reasonably requested by Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

**4. Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the Security Agreement), Secured Party may declare all Obligations immediately due and payable and shall have the remedies set forth in the Security Agreement and the applicable Uniform Commercial Code.

**5. Attorney-in-Fact.** Debtor hereby appoints Secured Party, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Secured Party reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

**6. General.**

6.1. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability

shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

7. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart signature page may be attached to the body of a copy of this Agreement to form a complete integrated whole. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

*[balance of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CYTOSEN THERAPEUTICS, INC. <sup>11/11/04</sup>

By: 

Name: Mary Hopp

Title: General Counsel  
a.i.

KREOS CAPITAL V (UK) LIMITED

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Trademark Security Agreement]

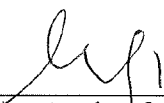
TRADEMARK  
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CYTOSEN THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name:  
Title:


**KREOS CAPITAL V (UK) LIMITED**

By:  \_\_\_\_\_  
Name: LUCA COLLIAGO  
Title: DIRECTOR

[Signature Page to Trademark Security Agreement]

Schedule A

Trademarks

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>CYTOSEN THERAPEUTICS</b> 	<b>88048381</b>	<b>July 23, 2018</b>	<b>N/A</b>	<b>N/A</b>
<b>CHANGING THE WORLD BILLIONS OF CELLS AT A TIME</b>	<b>88320219</b>	<b>February 28, 2019</b>	<b>N/A</b>	<b>N/A</b>
<b>NUMBERS MATTER</b>	<b>88138951</b>	<b>October 1, 2018</b>	<b>N/A</b>	<b>N/A</b>
<b>ACCELERATING INNOVATION IN NK CELL THERAPY</b>	<b>88048416</b>	<b>July 23, 2019</b>	<b>N/A</b>	<b>N/A</b>
<b>CYTOSEN</b>	<b>88048354</b>	<b>April 9, 2019</b>	<b>N/A</b>	<b>N/A</b>

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