

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM562219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNTHETIC GENOMICS, INC.		01/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC		
Street Address:	133 NORTH FAIRFAX STREET		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88705882	VIRIDOS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	030690.000077		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	02/14/2020		
Total Attachments: 9			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of January 24, 2020, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent for the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time (in such capacity, “**Collateral Agent**”), and SYNTHETIC GENOMICS, INC., a Delaware corporation (“**Parent**”), GENOVIA BIO, LLC, a Delaware limited liability company, GREEN RESOURCES, LLC, a Maryland limited liability company, and SYNTHETIC GENOMICS VACCINES, INC., a Delaware corporation (including Parent, individually and collectively, jointly and severally, “**Borrower**”), each with offices located at 11149 North Torrey Pines Road, La Jolla, CA 92037 (including Parent, individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. The Lenders 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 and Security Agreement by and among the Collateral Agent, Lenders and Grantor dated as of July 31, 2017 (as amended, supplemented or otherwise modified from time to time, including, but without limitation, by that certain Forbearance Agreement, Consent and Third Amendment to Loan and Security Agreement dated as of March 7, 2019, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has already granted to Collateral Agent, for the ratable benefit of the Lenders, 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of 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 (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 Grantor now or hereafter existing, created, acquired or held;

(d) 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 (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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 right to sue and collect granted in clause (g) above, Collateral Agent shall not exercise such right to sue and collect unless (i) an Event of Default has occurred and is continuing, or (ii) Grantor has failed to pursue such claim within ten (10) days of a determination by Grantor and Collateral Agent that the pursuit of such claim is necessary to preserve the value of, or prevent any further diminution of value to, the underlying Intellectual Property Collateral.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new Copyrights, Trademarks, Patents, or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

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

This Amended and Restated Intellectual Property Security Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Amended and Restated Intellectual Property Security Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Amended and Restated Intellectual Property Security Agreement.

This Amended and Restated Intellectual Property Security Agreement hereby amends, restates and consolidates in their entirety, without novation, the Intellectual Property Security Agreement dated as of March 7, 2019 between Collateral Agent and Grantor

[Signature page follows.]

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

GRANTOR:

Address of Grantor:

11149 North Torrey Pines Road
La Jolla, CA 92037
Attn:

SYNTHETIC GENOMICS, INC.

By: 

Title: CEO

Address of Grantor:

11149 North Torrey Pines Road
La Jolla, CA 92037
Attn:

GENOVIA BIO, LLC

By: 

Title: CEO Synthetic Genomics, its sole member

Address of Grantor:

11149 North Torrey Pines Road
La Jolla, CA 92037
Attn:

GREEN RESOURCES, LLC

By: 

Title: CEO Synthetic Genomics, its sole member

Address of Grantor:

11149 North Torrey Pines Road
La Jolla, CA 92037
Attn:

SYNTHETIC GENOMICS VACCINES, INC.

By: 

Title: CEO

[Signature Page -- Amended and Restated IP Security Agreement]

Address of Collateral Agent:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

COLLATERAL AGENT:

OXFORD FINANCE LLC, AS COLLATERAL
AGENT

By: 

Title:

Colette H. Featherly
Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

No.	Description	Application Number	Registration Number
1.	MICROORGANISMS ENGINEERED FOR INCREASED PRODUCTIVITY	16/509,095 (07/11/2019)	

EXHIBIT C

Trademarks

No.	Description	Serial Number	Registration Number
1.	VIRIDOS	88/705,882 (11/25/2019)	

EXHIBIT D

Mask Works

None.