

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565302

<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>
VALNEVA SE		03/04/2020	Corporation:
VALNEVA AUSTRIA GMBH		03/04/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4120572	EB66	
<b>Registration Number:</b>	0868941		
<b>Registration Number:</b>	2888858	INTERCELL SMART VACCINES	
<b>Registration Number:</b>	3660894	IXIARO	
<b>Registration Number:</b>	3168727	IXIARO	
<b>Registration Number:</b>	2775583	IXIARO	
<b>Serial Number:</b>	88674199	PREVENTJE COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	akwon@cov.com		
<b>Correspondent Name:</b>	COVINGTON & BURLING LLP		
<b>Address Line 1:</b>	ONE CITY CENTER, 850 TENTH ST NW		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	034550.00068		
<b>NAME OF SUBMITTER:</b>	Ashley M. Kwon		
<b>SIGNATURE:</b>	/ASHLEY M. KWON/		

CH \$190.00 4120572

<b>DATE SIGNED:</b>	03/04/2020
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**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2020 (this "Agreement"), is made by each of the Grantors listed on the signature pages hereto (each a "Grantor" and collectively, the "Grantors"), in favor of Wilmington Trust, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 3, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Lenders (as defined therein), and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of March 4, 2020 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Lender, as follows:

Section 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2 Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof, and all common-law rights relating to the foregoing (excluding trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent to use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.)), and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each exclusive Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a), and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Section 3 Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4 Release of Liens. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interest granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantor or Grantors, as applicable, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor or Grantors, as applicable, such documents as the Grantor or Grantors shall reasonably request to evidence such termination.

Section 5 Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


Section 6 Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

Section 7 Effective. This Agreement shall become effective when a counterpart hereof executed by each Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (in "pdf," "tiff" or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Page Follows]*

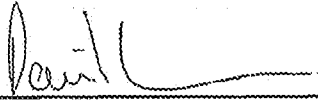
IN WITNESS WHEREOF, each Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer(s) as of the date first above written.

VALNEVA SE

By:   
Name: Frederic Jansat  
Title: General Counsel

*[Signature page to Trademark Security Agreement]*

VALNEVA AUSTRIA GMBH

By: 

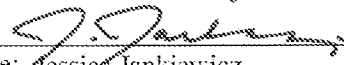
Name: David Lawrence  
Title: Managing Director

By: 

Name: Frédéric Jacotot  
Title: Managing Director

*[Signature page to Trademark Security Agreement]*

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Administrative Agent

By:   
Name: Jessica Jankiewicz  
Title: Banking Officer

*[Signature page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006882 FRAME: 0620**

SCHEDULE I  
to Trademark Security Agreement

A. Trademarks

i) *Valneva SE*

<i>Docket ID</i>	<i>Country</i>	<i>Trademark</i>	<i>Classes</i>	<i>Proprietor</i>	<i>Application No Application Date</i>	<i>Registration No Registration Date</i>	<i>Status Substatus</i>
TRM003/US	United States of America	EB66	1, 5 1 Cells and cell lines for use in scientific, laboratory, veterinary or medical research and scientific, laboratory, veterinary or medical research development; cells and cell lines for use in the production of inactivated viruses, live attenuated viruse	VALNEVA SE	85/243578 16-Feb-2011	4,120,572 03-Apr-2012	Registered
TRM001/WO/US	United States of America	VALNEVA	1, 5, 42 Class 1 Chemicals for use in industry, science and agriculture, except fungicides, herbicides, insecticides and parasiticides; molecules from biotechnologies, namely, proteins in raw material for industrial use, scientific or medical research; cells and	VALNEVA SE	79138125 31-May-2013	4686292 17-Feb-2015	Registered
ICT9034/WO/US	United States of America	valneva + logo	1, 5, 42 01 Chemical products, namely, fungicides, herbicides, insecticides and parasiticides for use in industry, science as well as in	VALNEVA SE	1225904 16-Jul-2014	4774813 16-Jul-2014	Registered Published



agriculture; molecules from bio technologies, namely, proteins in raw material for scientific and medical research; cells for

ii) Valneva Austria GmbH

<i>Docket ID</i>	<i>Country</i>	<i>Trademark</i>	<i>Classes</i>	<i>Proprietor</i>	<i>Application No Application Date</i>	<i>Registration No Registration Date</i>	<i>Status Substatus</i>
ICT9018/US	United States of America	IC31	1, 5, 42 Class 1: Chemicals and chemical preparations for use in immunostimulants and vaccines; biological preparations in the nature of biological tissue, namely, blood, stem cells, umbilical cords and placentas for scientific and medical research use related to	Valneva Austria GmbH	79017956 10-Feb-2005	3199067 16-Jan-2007	Registered
ICT9018/MO/US	United States of America	IC31	1, 5, 42 Class 1: Chemical and/or biological preparations for use in industry, science and laboratories. Class 5: Pharmaceutical and veterinary preparations; chemical preparations for pharmaceutical and medical purposes; sanitary preparations for medical purpo	Valneva Austria GmbH	003976032_01 10-Feb-2005	868941 10-Feb-2005	Registered
ICT9005/US	United States of America	Intercell Logo	5, 42 Class 5: vaccines for use in human medicine, namely, for the treatment of infectious diseases and other chronic diseases, namely, Encephalitis.	Valneva Austria GmbH	78/167815 25-Sep-2002	2888858 28-Sep-2004	Registered

TRM032/US/2	United States of America	IXIARO	5	Class 42: product research and development, namely, development of medical test methods; chemical, medical,	Valneva Austria GmbH	77661317	3660894	Registered
				vaccines for human use		02-Feb-2009	28-Jul-2009	
TRM032/US/1	United States of America	IXIARO	5	Pharmaceutical preparations for the treatment of and/or prevention of disorders of the nervous system, the immune system, the cardio-vascular system including diabetes and metabolic diseases, the respiratory system, the musculo-skeletal system, the genito	Valneva Austria GmbH	78798170	3168727	Registered
						24-Jan-2006	07-Nov-2006	
TRM032/US	United States of America	IXIARO	5	PHARMACEUTICAL PREPARATIONS FOR THE PREVENTION AND TREATMENT OF DISORDERS OF THE NERVOUS SYSTEM. THE IMMUNE SYSTEM. THE CARDIO-VASCULAR SYSTEM. THE RESPIRATORY SYSTEM. THE MUSCULO-SKELETAL SYSTEM. THE GENITOURINARY SYSTEM. FOR THE TREATMENT OF INFL	Valneva Austria GmbH	78144167	2775583	Registered
						16-Jul-2002	21-Oct-2003	
TRM033/WO/US	United States of America	IXIARO + logo	5	Vaccines for human use	Valneva Austria GmbH	992889	3658393	Registered
TRM038/US	United States of America	PreventUE	44	Class 44	Valneva Austria GmbH	88674199	21-Jul-2009	Pending
						29-Dec-2008		
						30-Oct-2019		

ICT9033/WO-US	United States of America	Valneva logo	1, 5, 42	Medical services and advice for vaccines, educational information for Japanese Encephalitis vaccine	Valneva Austria GmbH	79137107	4705701	Registered
				Class 1 : Chemical and biological preparations used in industry, science and agriculture namely biotechnological and biological substances in the nature of cells, cell lines, nucleic acids, recombinant proteins, antigens, blood sera, antibodies and fragmen			18-Jun-2013	24-Mar-2015

B. Trademark Licenses

None.