

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CYTEL INC.		03/30/2020	Corporation: DELAWARE
Axio Research, LLC		03/30/2020	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4453347	COMPASS	
Registration Number:	3921614	CYTEL	
Registration Number:	2108956	CYTEL	
Registration Number:	2517322	TOXTOOLS	
Registration Number:	2655833	EAST	
Registration Number:	2512707	LOGXACT	
Registration Number:	1561973	STATXACT	
Registration Number:	5764915	OKGO	
Registration Number:	2439958	AXIO	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel C. Pollick		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		

CH \$240.00 4453347

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 25278-021

NAME OF SUBMITTER: Daniel C. Pollick

SIGNATURE: /Daniel C. Pollick/

DATE SIGNED: 03/30/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by CYTEL INC., a Delaware corporation, and Axio Research, LLC, a Washington limited liability company (collectively, the “**Grantor**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

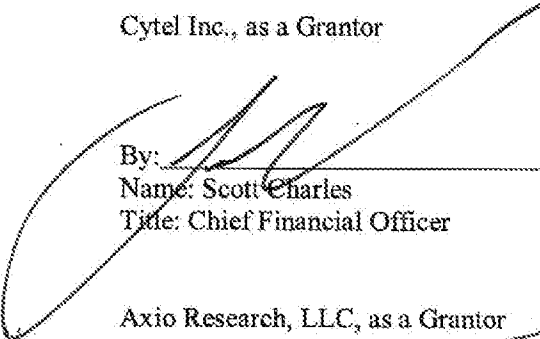
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

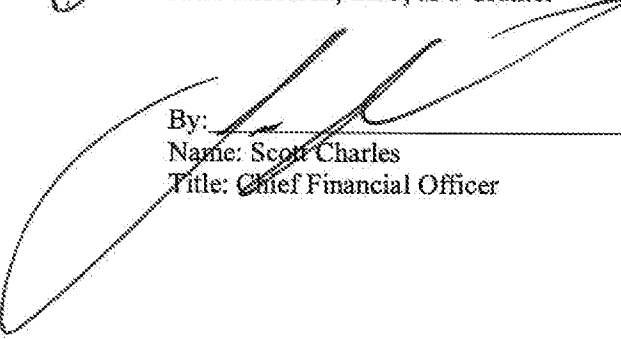
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Cytel Inc., as a Grantor

By: 
Name: Scott Charles
Title: Chief Financial Officer

Axio Research, LLC, as a Grantor

By: 
Name: Scott Charles
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006902 FRAME: 0844

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP,

as Administrative Agent and Collateral Agent

By: *Devasena Vallabhaneni*

Name: Devasena Vallabhaneni

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS

Registered Trademark, Trade Name or Service Mark	Country	Owner	Filing Date	Reg. No. Reg. Date
COMPASS	USA	Cytel Inc.	9/26/2012	4453347 12/24/2013
CYTEL	USA	Cytel Inc.	6/12/2009	3921614 2/22/2011
CYTEL	USA	Cytel Inc.	10/18/1996	2108956 10/28/1997
TOXTOOLS	USA	Cytel Inc.	4/11/2001	2517322 12/11/2001
EAST	USA	Cytel Inc.	3/29/2001	2655833 12/03/2002
LOGXACT	USA	Cytel Inc.	3/29/2001	2512707 11/27/2001
STATXACT	USA	Cytel Inc.	2/13/1989	1561973 10/24/1989
OK GO	USA	Cytel Inc.	5/12/2018	5764915 5/28/2019
AXIO	USA	Axio Research, LLC	2/25/1999	2439958 4/3/2001