

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617128

<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>
VERO Biotech LLC		12/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Runway Growth Credit Fund Inc.		
<b>Street Address:</b>	205 N Michigan Ave., Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87559970	VERO BIOTECH	
<b>Serial Number:</b>	87559963	VERO BIOTECHNOLOGIES	
<b>Serial Number:</b>	87772550	GENOSYL	
<b>Serial Number:</b>	87772759	GENOSYL ADS ACUTE DELIVERY SYSTEM	
<b>Serial Number:</b>	87772709	GENOSYL ADS ADVANCED DELIVERY SYSTEM	
<b>Registration Number:</b>	4700107	GENOSYL	
<b>Registration Number:</b>	4496333	GENOSYL	
<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>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1309696 TM		
<b>NAME OF SUBMITTER:</b>	D'Arcy Conrique		

OP \$190.00 87559970

<b>SIGNATURE:</b>	/D'Arcy Conrique/
<b>DATE SIGNED:</b>	12/29/2020
<b>Total Attachments: 10</b> source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page1.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page2.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page3.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page4.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page5.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page6.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page7.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page8.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page9.tif source=Intellectual Property Security Agreement - VERO Biotech - EXECUTED (12.2020) (Runway Growth)#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 29, 2020, between **VERO BIOTECH LLC**, a Delaware limited liability company (“**Grantor**”), and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

### Recitals

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes, to the extent permitted under the Loan Agreement, Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable; provided that Agent shall provide copies of any such modifications and filings to the Borrower for its reference and review.

3. This Agreement shall be exclusively governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

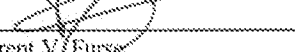
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

55 Ivan Allen Jr. Boulevard, Suite 525  
Atlanta, GA 30308  
Attention: Shasha Zou

GRANTOR:

VERO BIOTECH LLC

By:   
Name: Brent V. Furse  
Title: President and Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: legaleporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

55 Ivan Allen Jr. Boulevard, Suite 525  
Atlanta, GA 30308  
Attention: \_\_\_\_\_

GRANTOR:

VERO BIOTECH LLC

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

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

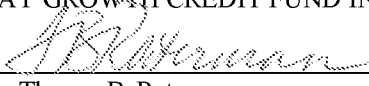
By:  \_\_\_\_\_  
Name: Thomas B. Raterman  
Title: Chief Financial Officer

EXHIBIT A  
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<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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**None.**

## EXHIBIT B

## PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
VERO Biotech LLC	SIMPLE NITRIC OXIDE GENERATOR FOR AMBULATORY AND/OR BEDSIDE INHALED NO TREATMENT	09/769,766	1/26/2001
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	10/229,026	8/28/2002
VERO Biotech LLC	METHOD AND APPARATUS FOR NITRIC OXIDE GENERATION	10/228,958	8/28/2002
VERO Biotech LLC	CONTROLLED GENERATION OF NITRIC OXIDE	10/228,956	8/28/2002
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	11/279,029	4/7/2006
VERO Biotech LLC	METHOD AND APPARATUS FOR NITRIC OXIDE GENERATION	11/382,116	5/8/2006
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	11/206,305	8/18/2005
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	12/500,929	7/10/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/298,970	11/17/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/555,567	7/23/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	14/107,629	12/16/2013
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	15/385,354	12/20/2016
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	16/186,790	11/12/2018
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	17/080,306	10/26/2020
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	11/276,610	3/7/2006

	OXIDE (NO)		
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	12/619,959	11/17/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/269,106	10/7/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/587,543	8/16/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	14/474,252	9/1/2014
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	15/967,209	4/30/2018
VERO Biotech LLC	KIT FOR THE CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	12/076,723	3/21/2008
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/113,787	5/31/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	12/361,274	1/28/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/072,466	3/25/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	13/480,376	5/24/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	14/107,535	12/16/2013
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	14/294,070	6/2/2014
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	15/645,197	7/10/2017
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIC OXIDE (NO)	16/512,021	7/15/2019
VERO Biotech LLC	METHODS FOR DIAGNOSING AND TREATING A HEART CONDITION IN A PATIENT	12/508,959	7/24/2009
VERO Biotech LLC	SYSTEMS AND DEVICES FOR	12/541,137	8/13/2009



	GENERATING NITRIC OXIDE		
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	14/107,554	12/16/2013
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	14/612,266	2/2/2015
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	15/469,447	3/24/2017
VERO Biotech LLC	SYSTEMS FOR GENERATING NITRIC OXIDE	12/541,141	8/13/2009
VERO Biotech LLC	SYSTEMS FOR GENERATING NITRIC OXIDE	16/444,791	6/18/2019
VERO Biotech LLC	DEVICES AND METHODS FOR MINIMIZING AND TREATING HIGH-ALTITUDE SICKNESS	12/541,144	8/13/2009
VERO Biotech LLC	DEVICES AND METHODS FOR MINIMIZING AND TREATING HIGH-ALTITUDE SICKNESS	17/025,298	9/18/2020
VERO Biotech LLC	DELIVERY OF HIGH CONCENTRATION NITRIC OXIDE	12/541,148	8/13/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIX OXIDE (NO)	12/563,662	9/21/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIX OXIDE (NO)	13/436,018	3/30/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIX OXIDE (NO)	14/270,260	5/5/2014
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIX OXIDE (NO)	15/229,105	8/4/2016
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO <sub>2</sub> ) TO NITRIX OXIDE (NO)	16/590,093	10/1/2019
VERO Biotech LLC	NITRIC OXIDE THERAPIES	12/819,670	6/21/2010
VERO Biotech LLC	NITRIC OXIDE THERAPIES	14/138,061	12/21/2013
VERO Biotech LLC	NITRIC OXIDE THERAPIES	14/948,992	11/23/2015
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	12/951,811	11/22/2010
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	14/163,531	1/24/2014
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	13/017,768	1/31/2011
VERO Biotech LLC	NITROSYL SPECIAL	13/094,541	4/26/2011

	CONNECTOR		
VERO Biotech LLC	DELIVERY OF ULTRA PURE NITRIC OXIDE (NO)	13/094,535	4/26/2011
VERO Biotech LLC	DELIVERY OF ULTRA PURE NITRIC OXIDE (NO)	14/546,373	11/18/2014
VERO Biotech LLC	DELIVERY OF ULTRA PURE NITRIC OXIDE (NO)	16,247,516	1/14/2019
VERO Biotech LLC	NITRIC OXIDE TREATMENTS	13/310,359	12/2/2011
VERO Biotech LLC	METHOD OF DETERMINING VASOREACTIVITY USING INHALED NITRIC OXIDE	13/735,558	1/7/2013
VERO Biotech LLC	METHOD OF MIXING GASES INCLUDING NITRIC OXIDE	14/071,841	11/5/2013
VERO Biotech LLC	NITROGEN DIOXIDE STORAGE CASSETTE	14/918,511	10/20/2015
VERO Biotech LLC	NITROGEN DIOXIDE STORAGE DEVICE	16/283,724	2/22/2019
VERO Biotech LLC	NITROGEN DIOXIDE STORAGE DEVICE	16/988,185	8/7/2020
VERO Biotech LLC	NITRIC OXIDE TREATMENT SYSTEM AND METHOD	16/446,824	6/20/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR ADMINISTERING GASES INCLUDING NITRIC OXIDE	16/773,707	1/27/2020
VERO Biotech LLC	METHOD AND APPARATUS FOR MANUFACTURING NITROGEN TETROXIDE	16/515,661	7/18/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR AUTOMATIC CALIBRATION	16/511,928	7/15/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR CALIBRATION OF GAS AND LIQUID CONCENTRATION SENSORS WITHOUT THE NEED FOR KNOWN CALIBRATION STANDARDS	16/513,274	7/16/2019
VERO Biotech LLC	ON-DEMAND PHARMACEUTICAL PRODUCTS	16/513,280	7/16/2019
VERO Biotech LLC	DATA COLLECTION DEVICE	16/513,363	7/16/2019
VERO Biotech LLC	START-UP PROTOCOLS FOR NITRIC OXIDE DELIVERY DEVICE	16/513,312	7/16/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR DELIVERY OF NITRIC OXIDE	16/515,756	7/18/2019
VERO Biotech LLC	SYSTEM AND METHOD FOR PORTABLE NITRIC OXIDE	16/515,768	7/18/2019

DELIVERY			
VERO Biotech LLC	METHOD AND APPARATUS FOR ADMINISTERING NITRIC OXIDE WITH GAS SCRUBBER	16/515,777	7/18/2019
VERO Biotech LLC	DELIVERY OF NITRIC OXIDE	16/514,688	7/17/2019
VERO Biotech LLC	MALE GAS CONNECTOR	29/360,522	4/27/2010
VERO Biotech LLC	FEMALE GAS CONNECTOR	29/360,525	4/27/2010

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
VERO Biotech LLC	VERO BIOTECH	87/559,970	8/8/2017
VERO Biotech LLC	VERO BIOTECHNOLOGIES	87/559,963	8/8/2017
VERO Biotech LLC	GENOSYL	87/772,550	1/26/2018
VERO Biotech LLC	GENOSYL ADS ACUTE DELIVERY SYSTEM	87/772,759	1/26/2018
VERO Biotech LLC	GENOSYL ADS ADVANCED DELIVERY SYSTEM	87/772,709	1/26/2018
VERO Biotech LLC	GENOSYL	4,700,107	12/2/2011
VERO Biotech LLC	GENOSYL	4,496,333	12/2/2011

EXHIBIT A

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OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
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