

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTASCIENCES COMPANY INC.		03/25/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	100 South Wacker Drive		
Internal Address:	18th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6201100	TELL US ONCE	
Registration Number:	6034803	A ALTASCIENCES	
CORRESPONDENCE DATA			
Fax Number:	4168680673		
<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:	416 601 7765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell, McCarthy Tétrault LLP		
Address Line 1:	Suite 5300, TD Bank Tower		
Address Line 2:	Box 48, 66 Wellington Street West		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		
DATE SIGNED:	03/31/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 25, 2021, is made by the Grantor (as identified below), in favour of Golub Capital Markets LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, ALTASCIENCES COMPANY INC. ("**Grantor**"), a corporation formed under the laws of the Province of Quebec, owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Canadian Security Agreement dated as of March 25, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Q annexed hereto) (collectively, the "**Trademarks**");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execute", "execution", "signed", "signature" and words of like import in or related to any documented to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lead Arranger, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Electronic Commerce Act, 2000 (Ontario).

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

ALTASCIENCES COMPANY INC.

By:



Name: Christopher Perkin

Title: Chief Executive Officer and President

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as the Collateral Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS


Canadian Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
ALTASCIENCES COMPANY INC.	ALTASCIENCES COMPAGNIE	TMA835693	2012-11-02
ALTASCIENCES COMPANY INC.	ALTASCIENCES COMPANY	TMA948009	2016-08-31
ALTASCIENCES COMPANY INC.	ALTASCIENCES	TMA925696	2016-01-12
ALTASCIENCES COMPANY INC.	ALGORITHMHE PHARMA	TMA981048	2017-09-20

Canadian Trademark Applications:

Registered Owner	Trademark Description	Appl. Number	Appl. Date
ALTASCIENCES COMPANY INC.	TELL US ONCE	1943852	2019-01-31

U.S. Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
ALTASCIENCES COMPANY INC.	TELL US ONCE	6201100	2020-11-17
ALTASCIENCES COMPANY INC.		6034803	2020-04-14