

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epic Sciences, Inc.		03/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovatus Life Sciences Lending Fund I, LP		
Street Address:	777 Third Avenue		
Internal Address:	25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6170244	E	
Registration Number:	6125487	THE POWER OF CLARITY	
Registration Number:	4787515	NO CELL LEFT BEHIND	
Registration Number:	4881904	EPIC SCIENCES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	langanj@gtlaw.com		
Correspondent Name:	Jennifer Langan		
Address Line 1:	500 Campus Drive		
Address Line 2:	Suite 400		
Address Line 4:	Florham Park, NEW JERSEY 07932		
ATTORNEY DOCKET NUMBER:	176634011800		
NAME OF SUBMITTER:	Jennifer Langan		
SIGNATURE:	/Jennifer Langan/		
DATE SIGNED:	03/31/2021		
Total Attachments: 6			

CH \$115.00 6170244

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2021 by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and EPIC SCIENCES, INC. ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the 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, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. 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, for the benefit of the Lenders, 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 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 Lender, of any or all other rights, powers or remedies.

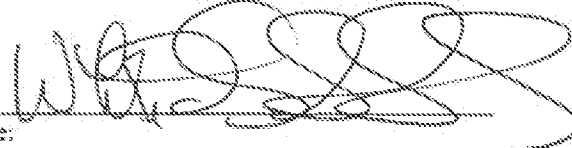
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EPIC SCIENCES, INC.

By: 
Name: _____
Title: _____

Attn: _____

COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

777 Third Avenue, 25th Floor
New York, NY 10017

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this 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:

EPIC SCIENCES, INC.

Attn: _____

By: _____
Name: _____
Title: _____

Address of Lender:

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

777 Third Avenue, 25th Floor
New York, NY 10017


By:  _____
Name: Andrew Hobson
Title: Authorized Signatory

EXHIBIT A

Copyrights

NONE

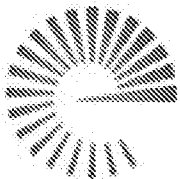

EXHIBIT B

Patents

Title	Application No. Registration No.	Filing Date Issue Date
CIRCULATING TUMOR CELL DIAGNOSTICS FOR BIOMARKERS PREDICTIVE OF RESISTANCE TO ANDROGEN RECEPTOR (AR) TARGETED THERAPIES	15/478,002	4/3/2017
COMPOSITIONS AND METHODS FOR PROSTATE CANCER ANALYSIS	16/721,108	12/19/2019
CIRCULATING TUMOR CELL DIAGNOSTICS FOR PROSTATE CANCER BIOMARKERS	16/691,461	11/21/2019
METHODS FOR ANALYZING RARE CIRCULATING CELLS	16/711,307	12/11/2019
METHODS OF USING NON-RARE CELLS TO DETECT RARE CELLS	16/819,684	3/16/2020
CIRCULATING TUMOR CELL DIAGNOSTICS FOR DETECTION OF NEUROENDOCRINE PROSTATE CANCER (NEPC)	14/605,809	1/26/2015
CIRCULATING TUMOR CELL DIAGNOSTICS FOR IDENTIFICATION OF RESISTANCE TO ANDROGEN RECEPTOR TARGETED THERAPIES	15/513,915	3/23/2017
INTRA-PATIENT GENOMIC HETEROGENEITY OF SINGLE CIRCULATING TUMOR CELLS (CTCS) ASSOCIATED TO PHENOTYPIC CTC HETEROGENEITY IN METASTATIC CASTRATE RESISTANT PROSTATE CANCER (MCRPC)	15/577,307	11/27/2017
ANDROGEN RECEPTOR VARIANT 7 AS A BIOMARKER FOR TREATMENT SELECTION IN PATIENTS WITH METASTATIC CASTRATION RESISTANT PROSTATE CANCER (mCRPC)	15/762,076	3/21/2018
SINGLE CELL GENOMIC PROFILING OF CIRCULATING TUMOR CELLS (CTCS) IN METASTATIC DISEASE TO CHARACTERIZE DISEASE HETEROGENEITY	16/068,348	7/5/2018
METHODS FOR DETECTING 5T4-POSITIVE CIRCULATING TUMOR CELLS AND METHODS OF DIAGNOSIS OF 5T4-POSITIVE CANCER IN A MAMMALIAN SUBJECT	14/374,083 10,254,286	7/23/2014 4/9/2019
METHOD OF USING NON-RARE CELLS TO DETECT RARE CELLS	16/252,472 10,613,089	1/18/2019 4/7/2020
CIRCULATING TUMOR CELL DIAGNOSTICS FOR PROSTATE CANCER BIOMARKERS	14/605,772 10,527,624	1/26/2015 1/7/2020
METHODS FOR ANALYZING RARE CIRCULATING CELLS	15/120,502 10,545,151	8/19/2016 1/28/2020

EXHIBIT C

Trademarks

Mark	Application No. Registration No.	Application Date Registration Date
	88/296,351 6,170,244	2/11/2019 10/6/2020
THE POWER OF CLARITY	88/296,362 6,125,487	2/11/2019 8/11/2020
NO CELL LEFT BEHIND	86/976,496 4,787,515	5/7/2014 8/4/2015
 EPIC SCIENCES	85/839,470 4,881,904	2/4/2013 1/5/2016