

TRADEMARK ASSIGNMENT COVER SHEET

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|---|-------------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NORDIC IMMUNOLOGICAL LABORATORIES BV | | 03/19/2021 | Besloten Vennootschap (B.V.): NETHERLANDS |
| RECEIVING PARTY DATA | | | |
| Name: | ABACUS FINANCE GROUP, LLC | | |
| Street Address: | 335 Madison Avenue, 23rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2032109 | FIX & PERM | |
| 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> | | | |
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| NAME OF SUBMITTER: | Alexander Lazouski | | |
| SIGNATURE: | /asl/ | | |
| DATE SIGNED: | 04/07/2021 | | |
| Total Attachments: 53 | | | |
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OP \$40.00 2032109

DUTCH PLEDGE AGREEMENT

Dated 19 March 2021

in connection with
USD 5,000,000 Revolving Loan Commitment
and
USD 28,000,000 Term A Loan Commitment
for
LIFESPAN BIOSCIENCES, INC.

WINTERTALING

CORPORATE | M&A

CONFIDENTIAL

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THIS AGREEMENT is dated 19 March 2021 and made among:

1. **THE ENTITIES** listed in Schedule 1 as pledgors (the **Pledgors** and each a **Pledgor**); and
2. **ABACUS FINANCE GROUP, LLC**, in its capacity as Agent of the other Secured Parties (as defined herein), as pledgee (the **Pledgee**).

WHEREAS

- A. Reference is made to the Credit Agreement, dated as of March 19, 2021, among LIFESPAN BIOSCIENCES, INC. as Borrower, and ABACUS FINANCE GROUP, LLC as Agent and the Lenders from time to time party thereto (each as defined therein) (the **Credit Agreement**) and the Guarantee and Collateral Agreement, dated as of March 19, 2021, among, *inter alia*, LIFESPAN BIOSCIENCES, INC. as Borrower, ABACUS FINANCE GROUP, LLC as Agent, and the Pledgors acting as Guarantors (each as defined therein) (the **Guarantee and Collateral Agreement**) .
- B. Each Pledgor has or will have monetary payment obligations to the Secured Parties under or in connection with the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents (as defined in the Credit Agreement).
- C. To enable the Pledgee to hold security governed by the laws of the Netherlands for the benefit of the Secured Parties, each Dutch Collateral Party (as defined herein) has been requested by the Agent and has undertaken to pay to the Agent, acting as Pledgee in its own name and not as agent or representative to any party, amounts equal to the amounts owed by each Dutch Collateral Party to all Secured Parties under the Loan Documents (including, without limitation, all Obligations) and with respect to Secured Obligations (the **Parallel Debts**, as further defined in the Guarantee and Collateral Agreement).
- D. Each Pledgor wishes to create, where applicable also by way of third party security, a pledge over its Collateral (as defined herein) in favor of the Pledgee to secure payment of the Parallel Debts.

- E. The Pledgee enters into this Agreement as Agent under the Credit Agreement and Guarantee and Collateral Agreement and for the benefit of the Secured Parties, but not as agent or representative for the Secured Parties.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms and expressions have the meaning given to them in Schedule 2 (*Definitions*) and with respect to IP Rights (as defined herein), in Schedule 3 (*Definitions IP Rights*).

Capitalised terms not defined herein shall have the meaning ascribed to it in the Credit Agreement or in the Guarantee and Collateral Agreement.

1.2 Construction and interpretation

- a. A reference to any asset, legal relationship or obligation shall, where the context so permits, be construed as a reference to any present or future asset, legal relationship or obligation.
- b. An Event of Default is continuing if it is continuing within the meaning of the Credit Agreement.
- c. A reference to the Pledgee or a Pledgor shall be construed to include its respective successors or assigns.
- d. A reference to an agreement is a reference to such agreement as amended, amended and restated, supplemented or otherwise modified from time to time.
- e. The word 'includes' and its derivatives means 'includes, but is not limited to' and corresponding derivative expressions.
- f. The words 'dispose', 'disposal' and 'disposition' include the creation of a pledge, mortgage or other in rem right or interest.
- g. The words used in this Agreement to describe legal concepts, although in English, refer to Netherlands legal concepts as stated in brackets and italics (e.g. pledge (*pandrecht*))

only and the interpretation of those words under the laws of any country other than the Netherlands is to be disregarded.

1.3 Naming conventions under the Loan Documents

This Agreement is a Collateral Document, a Collateral Document (Dutch), a Loan Document and the Dutch Pledge Agreement.

Each Pledgor is a Loan Party, a Subsidiary Guarantor and a Guarantor.

2 AGREEMENT AND CREATION OF PLEDGE

2.1 Agreement to pledge Collateral

Each Pledgor agrees to pledge to the Pledgee, on the terms of this Agreement, all Collateral owned by that Pledgor on the date of this Agreement or in the future.

2.2 Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations (i) each Pledgor hereby pledges to the Pledgee, where applicable in advance, all its Trade Receivables that legally can and may be pledged by way of an undisclosed pledge (*stil pandrecht*), either immediately or in advance, on the date of Registration of this Agreement, and (ii) each Pledgor hereby pledges to the Pledgee, where applicable in advance, all its Collateral other than Trade Receivables.

2.3 Supplemental Pledge Agreement

- a. As security for the payment when due of the Secured Obligations, (i) each Pledgor will grant to the Pledgee, as the case may be in advance, a pledge over all its Trade Receivables that legally can and may be pledged by way of an undisclosed pledge, either immediately or in advance, on the date of Registration of the relevant Supplemental Pledge Agreement, and (ii) each Pledgor will grant to the Pledgee, as the case may be in advance, a pledge over all other Collateral other than Trade Receivables, in each case to the extent not previously validly pledged under this Agreement or any Supplemental Pledge Agreement, by entering into a Supplemental Pledge Agreement.
- b. Each Pledgor shall sign a Supplemental Pledge Agreement:
 - i. on any Relevant Date;
 - ii. at the first reasonable request of the Pledgee; and
 - iii. after the occurrence of an Event of Default which is continuing, at such other intervals or times as the Pledgee in its sole discretion may deem appropriate.

The above obligation is without prejudice to the Pledgee's authority under Clause 11 (*Power of attorney*) to execute a Supplemental Pledge Agreement itself on behalf of any Pledgor at such intervals or times as it sees fit.

2.4 Registration

- a. Upon the signing of this Agreement or any Supplemental Pledge Agreement, each Pledgor shall:
 - i. immediately submit this Agreement or such Supplemental Pledge Agreement, and to the extent applicable an IP Registration Request, for Registration and provide the Pledgee with a copy of each request for Registration; and
 - ii. with respect to each such request, provide the Pledgee upon receipt without delay with evidence that Registration has been completed.

The above obligations are without prejudice to the Pledgee's power by law to effectuate Registration itself.

2.5 Bank Receivables

- a. Each Pledgor undertakes to ensure that each Bank at which it has a Bank Account gives its consent to the Pledge over the Bank Receivables owed by that Bank to that Pledgor by countersigning a Bank Consent Letter prior to the date of this Agreement, but in any event within 30 Business Days after the date of this Agreement. If a copy of any such duly countersigned Bank Consent Letter is not received by the Pledgee within that period, the Pledgee may require each Pledgor to change its banking arrangements to a New Bank that is willing to give its consent to the Pledge.
- b. Each Pledgor will send the Pledgee a copy of each duly countersigned Bank Consent Letter immediately after receiving it.
- c. Each Pledgor undertakes to ensure that prior to the opening of a new Bank Account with a Bank or New Bank, that Pledgor has received a countersigned Bank Consent Letter from that Bank or New Bank in relation to such new bank account. Such Pledgor will send a copy of the countersigned Bank Consent Letter to the Pledgee together with a copy of the relevant Supplemental Pledge Agreement immediately upon signing such Supplemental Pledge Agreement. If those documents are not obtained by that Pledgor before it opens the new bank account, the Pledgee may, in addition to any other

remedies it may have, require such Pledgor to change its banking arrangements to a New Bank that is willing to give its consent to the Pledge.

- d. The obligations set out in this clause 2.5 shall not apply to any Bank Account; provided that the aggregate amount of cash on deposit or otherwise contained in such Bank Accounts that are not subject to an Account Control Agreement, a Bank Consent Letter or such other equivalent, collectively does not exceed USD 100,000 or equivalent value under local currencies.

2.6 Notification

- a. No later than two Business Days after the date of signing of this Agreement or any Supplemental Pledge Agreement, each Pledgor shall to the extent applicable:
 - i. give Notification, subject to the immediately succeeding b and c; and
 - ii. provide the Pledgee with a copy of each Notification Document.
- b. By signing this Agreement, any Pledgor that is a Group Company acknowledges and confirms that it has received Notification of the Pledge over Intercompany Receivables owed by that Pledgor to any of the other Pledgors.
- c. Each Pledgor shall use its reasonable efforts to provide the Pledgee with a copy of each Notification Document, other than a Bank Consent Letter, in relation to this Agreement or a Supplemental Pledge Agreement, countersigned by the relevant Debtor, if applicable, within 20 Business Days of the execution of this Agreement or a Supplemental Pledge Agreement, as the case may be. If the relevant Debtor has not countersigned the relevant Notification Document after such 20 Business Days, and the relevant Pledgor has used all reasonable efforts, the obligation to obtain such countersignature will be deemed to have lapsed provided that the Pledgee has been provided with conclusive evidence that the relevant Debtor has received the relevant Notification Document.

2.7 Parties' intent

- a. Each Pledgor confirms that each Pledge is intended to extend and shall extend to the amount of the Secured Obligations from time to time notwithstanding any amendment, amendment and restatement, supplement, addition or other modification (however fundamental) of or to any Loan Document and/or variation, increase, extension or addition of or to any facility or amount made available under any Loan Document, notwithstanding any other event that may affect the Secured Obligations:

- i. including any rescheduling of indebtedness under any facility, any accession of a party to or retirement of a party from any Loan Document, any deferral or redenomination of any amount owing under any Loan Document, any change in the purpose for which any facility or amount is made available, any addition of a new facility, any increase of the amount of a facility, or any increase in the margin, fee or commission or any other amount owing or accruing under any Loan Document; and
- ii. irrespective of whether the purpose of that amendment, variation, increase, extension, addition or other event is to carry out business acquisitions of any nature, to increase working capital, to enable distributions to be made to shareholders, to carry out restructurings, to refinance existing facilities, to refinance any other indebtedness, to make facilities available to new borrowers, or any other purpose;

and shall likewise extend to any fees, costs and/or expenses associated with any such amendment, amendment and restatement, supplement, other modification, variation, increase, extension, addition or other event.

- b. Each Pledgor confirms and agrees that if the Pledgee transfers its rights under the Parallel Debts to a successor administrative agent (the **New Administrative Agent**) in accordance with the terms of the Loan Documents, it is intended that, to the extent possible under the laws of the Netherlands:
 - i. claims of the New Administrative Agent arising after the date of such transfer and falling within the definition of Secured Obligations will be secured by the Pledge;
 - ii. Collateral acquired by that Pledgor after the date of such transfer will be subject to the Pledge (and that Pledgor agrees and confirms that any Pledge created by that Pledgor in advance shall be deemed to have been created also for the benefit of such New Administrative Agent); and
 - iii. any power of attorney or waiver granted to the Pledgee under this Agreement will be deemed to have been created also for the benefit of such New Administrative Agent and can be enforced against that Pledgor by the New Administrative Agent.

- c. If, pursuant to a rule of private international law of any country, a law other than the law of the Netherlands would be applicable to the validity of the creation of a security interest in any of the Collateral, and the requirements for the creation of such a security interest under that other law have been satisfied, then the Parties intend for this Agreement and any Supplemental Pledge Agreement with respect to such security interest to create a security interest under that other law.

3 REPRESENTATIONS AND WARRANTIES

Each Pledgor represents and warrants to the Pledgee that on the date of this Agreement or as applicable the date of any Supplemental Pledge Agreement:

- a. it has title to its Collateral and full power to dispose of and encumber its Collateral;
- b. except as expressly permitted under the Credit Agreement, its Collateral is not subject to any limited right or other encumbrance and no offer has been made or agreement entered into to transfer or encumber that Collateral, whether or not in advance;
- c. its Collateral is freely transferable and capable of being pledged and with respect to Bank Receivables subject to receipt of a countersigned Bank Consent Letter to the extent such consent is required to create a pledge over those Bank Receivables under the legal relationship between the relevant Pledgor and that Bank;
- d. the information (i) set out in Part I (*List of IP Rights*) of Schedule 4 (*IP Rights*), Schedule 5 (*Movables*) and Schedule 6 (*Receivables*) or, as applicable, provided in any Supplemental Pledge Agreement or (ii) pursuant to Clause 4.1 (*Information*) is complete and correct;
- e. no attachment has been levied on its Collateral; and
- f. this Agreement creates, or with respect to Collateral to be acquired in the future will create, a valid pledge over its Collateral, provided, with respect to Movables only, to the extent such Movables are located in the Netherlands on the date hereof or with respect to Movables to be acquired in the future, on that date such Movables are acquired by a Pledgor.

4 UNDERTAKINGS

4.1 Information

At the Pledgee's first reasonable request and in such form as the Pledgee may designate, each Pledgor shall provide all information, evidence and documents relating to its Collateral which the Pledgee deems necessary to exercise its rights under this Agreement, including, without limitation, updates to the information set forth in Schedule 4 (*IP Rights*), Schedule 5 (*Movables*) and Schedule 6 (*Receivables*).

4.2 Duty to notify third parties

Upon the occurrence and during the continuance of an Event of Default, each Pledgor shall immediately notify any third party who claims an interest in any of the Collateral of the Pledge. This Clause is without prejudice to the Pledgee's authority to notify such third parties of the Pledge.

4.3 Further assurances

At the Pledgee's request, each Pledgor shall, at its own expense, provide any assurances to or for the benefit of the Pledgee and perform all acts that the Pledgee reasonably considers necessary for the creation or protection of a Pledge or to exercise or have the full benefit of its rights under or in connection with this Agreement (including the right to enforce these rights).

4.4 Undertakings applicable to Movables

None of the Pledgors shall keep its Movables at a location other than a location previously made known to the Pledgee.

4.5 Undertakings applicable to IP Rights

- a. Each Pledgor shall take all actions, including paying maintenance, renewal, registration and other applicable fees, monitoring prosecution, defending against third parties, commencing legal proceedings and other relevant proceedings and taking all other actions necessary to keep its IP Rights in full force and valid worldwide and will do or omit nothing to jeopardise its IP Rights or their validity now or in the future.
- b. At the Pledgee's first reasonable request, each Pledgor shall provide the Pledgee with:
 - i. a data carrier, in such form as the Pledgee may request, on which its Copyrights are stored and, to the extent the Copyrights relate to software, including all relevant source codes; and

- ii. all such data and movables, including to computers, computer files and software as the Pledgee may reasonably deem necessary to have access to the Copyrights.

5 AUTHORITY TO COLLECT AND TO REQUIRE POSSESSION

5.1 Authority to collect Receivables

- a. Each Pledgor may collect its Receivables in the ordinary course of its business, to the extent permitted under the Loan Documents and provided payments are received in a Bank Account.
- b. Upon the occurrence and during the continuance of an Event of Default, the Pledgee may:
 - i. inform any Pledgor that it is no longer authorised to collect Receivables from Debtors who have been sent a Notification Document and notify, or instruct such Pledgor to notify, any or all of those Debtors to make all further payments into a bank account designated by the Pledgee;
 - ii. notify any Debtor that has not yet received a Notification Document of the Pledge and of the Pledgee's sole authority to collect the Receivables owed by that Debtor, and instruct that Debtor to make all further payments of Receivables into a bank account designated by the Pledgee.
- c. Following the exercise by the Pledgee of its rights under b.i. or b.ii. of this Clause 5.1, the relevant Pledgor may no longer collect the relevant Receivables and the Pledgee shall be solely authorized to collect such Receivables. The Pledgee's authority to collect Receivables includes the right or authority to demand, by legal proceedings or otherwise, payment by the Debtor of that Receivable and the Pledgee is hereby authorised to enter into compromises, settlements and other agreements with that Debtor, to grant a discharge in respect of a Receivable and to exercise all other rights of a Pledgor in connection with such Receivables (including causing any or all of them to be due and payable), and the Pledgee is hereby, to the extent necessary, granted an unconditional and irrevocable power of attorney to that effect by each Pledgor. Each Pledgor hereby undertakes not to take any of the actions described in the previous sentence following the exercise by the Pledgee of its rights under b.i. or b.ii of this Clause 5.1.
- d. Each Pledgor hereby waives in advance any right it may have under section 3:246(4) DCC.

5.2 Authority to require possession of Movables

Upon the occurrence and during the continuance of an Event of Default, the Pledgee shall have the right to enter upon any location where Movables are located and to require that the Movables be brought into its possession or the possession of a third party appointed by it for this purpose.

5.3 Authority to use IP Rights

Upon the occurrence and during the continuance of an Event of Default, the Pledgee is hereby granted a non-exclusive license or other right to use, without liability for royalties or any other charge, each Pledgor's IP Rights, whether owned by any Pledgor or with respect of which any Pledgor has rights under license, sublicense, or other agreement, but only to the extent (i) such license, sublicense or agreement does not prohibit such use by the Pledgee and (ii) such Pledgor will not be in default under such license, sublicense, or other agreement as a result of such use by the Pledgee, and (iii) of the territorial scope of the Pledgor's IP Rights, as it pertains to the Collateral, in preparing for sale, advertising for a sale and selling any Collateral, and each Pledgor's rights under all licenses and all franchise agreements shall inure to the benefit of the Pledgee.

6 ENFORCEMENT

- a. Upon the occurrence of an Enforcement Event, the Pledgee may, without any further notice of default or other notice being required:
 - i. sell any or all of the Collateral in accordance with applicable law and take recourse against the proceeds of sale;
 - ii. take recourse against the proceeds of Receivables collected pursuant to paragraph c. of Clause 5.1 (*Authority to collect Receivables*); and
 - iii. exercise any other right, remedy, power or discretion provided by law or this Agreement.
- b. Each Pledgor waives its right to file a request with the court under section 3:251(1) DCC to sell the Collateral in another manner than as provided for in section 3:250 DCC.
- c. The Pledgee shall not be obliged to notify any Pledgor of the sale or of how, where or when it will be or was conducted (as provided for in section 3:249(1) DCC and 3:252 DCC).

- d. The Pledgee is not obliged to first enforce any other security right created under or in connection with the Loan Documents.
- e. Each Pledgor hereby irrevocably and unconditionally waives any right it may have or acquire under sections 3:233, 3:234, 6:139 and 6:154 DCC.

7 APPLICATION OF PROCEEDS

Subject to mandatory provisions of the laws of the Netherlands, the Pledgee will pay any amount irrevocably received by it in payment of a Parallel Debt or pursuant to enforcement of the Pledges for distribution among the Secured Parties in accordance with the Credit Agreement and section 6.5 (*Application of Proceeds*) of the Guarantee and Collateral Agreement.

8 CANCELLATION

The Pledgee is entitled to cancel (*opzeggen*) any Pledge and any contractual arrangements set out in this Agreement in whole or in part by notice in writing to the relevant Pledgor as provided for in section 3:81(2)(d) DCC. The Parties hereby agree that, upon the cancellation of the rights of pledge by notice pursuant to this Clause 8, the remaining contractual rights and obligations created under this Agreement will be terminated without any further actions being required other than the rights and obligations under Clause 9 (*Liability*), Clause 10 (*Costs*) and Clause 13 (*Governing law and jurisdiction*) which will remain in full force and effect.

9 LIABILITY

The Pledgee is not liable to any Pledgor for any loss or damage arising from any exercise of, or failure to exercise, its rights under this Agreement, except for any such loss or damage to the extent they are found in a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct, bad faith or gross negligence of the Pledgee.

10 COSTS

The Pledgee may charge all costs, losses, claims and expenses of whatever nature (including legal fees) incurred by it in connection with this Agreement in accordance with paragraph (a) of Section 10.1, 10.4 and 10.5 (*Waiver; Costs; Expenses; Indemnification*) of the Credit Agreement.

11 POWER OF ATTORNEY

- a. Each Pledgor gives the Pledgee an irrevocable power of attorney, with the right of substitution, to perform all acts, including acts of disposition, on behalf of that Pledgor which in the sole opinion of the Pledgee are necessary in order to:

- i. create or perfect any Pledge (including by executing a Supplemental Pledge Agreement as provided for in Clause 2.3 (*Supplemental Pledge Agreement*); and/or
 - ii. have the full benefit of any Pledge (including performing any of that Pledgor's obligations under this Agreement and exercising any of that Pledgor's rights to and in connection with its Collateral).
- b. In acting on behalf of a Pledgor pursuant to the power of attorney, the Pledgee may act as counterparty of that Pledgor even in the event of a conflict of interest.
 - c. The Pledgee will only use the power of attorney described in paragraph a.ii. above upon the occurrence and during the continuance of an Event of Default.
 - d. The power of attorney granted under this clause 11, shall lapse automatically upon the expiration or termination of the guarantee provided by the Guarantors under the Guarantee and Collateral Agreement, or cancellation of the respective Pledge pursuant to clause 8.

12 MISCELLANEOUS

12.1 No rescission, nullification or suspension

To the extent permitted by law, each Pledgor hereby waives any right it may have at any time:

- a. under sections 6:228 or 6:265 DCC or any other ground (under any applicable law) to rescind or nullify this Agreement or to demand its rescission or nullification in legal proceedings; and
- b. under sections 6:52, 6:262 or 6:263 DCC or any other ground (under any applicable law) to suspend the performance of any obligation under or in connection with this Agreement.

12.2 Transfer of rights and obligations

- a. A Pledgor may not transfer any of its rights and/or obligations under or in connection with this Agreement or its contractual relationship under this Agreement without the Pledgee's prior written consent.

- b. The Pledgee may transfer its contractual relationship under this Agreement in whole or in part. Each Pledgor hereby, in advance, irrevocably grants its co-operation to such transfer of contractual relationship.
- c. The Pledgee is entitled to provide any transferee or proposed transferee with any information concerning any Pledgor and/or the Collateral.
- d. Upon a transfer by the Pledgee of any rights in respect of the Parallel Debts, the transferee will become entitled to the Pledge or to a corresponding undivided part thereof, as the case may be.

12.3 Notice

Any notice or other communication under or in connection with this Agreement must be made in accordance with the Credit Agreement.

12.4 Records and calculations of the Pledgee

The books and records maintained by the Pledgee and any calculation or determination by the Pledgee of the existence and the amount of the Secured Obligations are *prima facie* evidence within the meaning of section 151 Netherlands Code of Civil Procedure of the existence and the amounts of the Secured Obligations and other matters to which they relate.

12.5 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

12.6 Execution and amendments

- a. This Agreement shall become binding on a Pledgor as soon as it has been signed by that Pledgor and the Pledgee. The obligations of that Pledgor under this Agreement shall not be limited or affected in any way by the absence of the signature of any other Pledgor.
- b. This Agreement and any Supplemental Pledge Agreement may be signed in any number of counterparts.
- c. This Agreement may only be amended by a written agreement executed by each of the Parties.

12.7 No implied waiver and no forfeiture

- a. Any waiver under this Agreement must be made by giving written notice to that effect.
- b. Where the Pledgee does not exercise any right under or in connection with this Agreement (which includes the granting by the Pledgee to any Pledgor of an extension of time in which to perform its obligations under any of these provisions), this will not constitute a waiver or forfeiture of that right.
- c. The rights of the Pledgee under this Agreement supplement any other right that the Pledgee may have under Netherlands law or any other law.

12.8 Conflict with Credit Agreement

In the event of any conflict or inconsistency between the terms and provisions of this Agreement (other than those terms and provisions which are required to create a valid pledge under the laws of the Netherlands) and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern, and the terms and provisions of this Agreement shall be interpreted and applied in a manner that shall not conflict with, or be inconsistent with the terms and provisions of the Credit Agreement.

13 GOVERNING LAW AND JURISDICTION

- a. This Agreement, any Pledge and any Supplemental Pledge Agreement shall be governed by the laws of the Netherlands (including (i) the obligation of any Pledgor as set out in Clause 2.1 (*Agreement to pledge Collateral*) to create the Pledges, notwithstanding the existence of a provision in any other Loan Document stating that this obligation is to be governed by the laws of any other jurisdiction, and (ii) the agreement conferring jurisdiction pursuant to paragraph c. of this Clause 13).
- b. If a Pledgor incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this Agreement or any other agreement, deed or document referred to in this Agreement or made pursuant to this Agreement, it is hereby acknowledged and accepted by each other Party that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.

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- c. The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this Agreement or any Supplemental Pledge Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any Supplemental Pledge Agreement) and to hear any action or application to a court regarding enforcement of the Pledges. This paragraph c. is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

[signature page follows]

[SIGNATURE PAGES TO THE DUTCH PLEDGE AGREEMENT]

THE PLEDGORS:

ON BEHALF OF
LIFESPAN BIOSCIENCES, INC.



By : _____
Name : Josiah Kefauver
Capacity: Director

ON BEHALF OF
LIFESPAN BIOSCIENCES, INC.

By : _____
Name : _____
Capacity: _____

ON BEHALF OF
LIFESPAN BIOSCIENCES ACQUISITION B.V.

Name : _____
Capacity: authorized signatory

ON BEHALF OF
LIFE SCIENCES MATERIALS HOLDING B.V.

Name : _____
Capacity: authorized signatory

ON BEHALF OF
NORDIC IMMUNOLOGICAL LABORATORIES B.V.

Name : _____
Capacity: authorized signatory

[SIGNATURE PAGES TO THE DUTCH PLEDGE AGREEMENT]

THE PLEDGORS:

ON BEHALF OF
LIFESPAN BIOSCIENCES, INC.

By :
Name :
Capacity:

ON BEHALF OF
LIFESPAN BIOSCIENCES, INC.

By :
Name :
Capacity:

ON BEHALF OF
LIFESPAN BIOSCIENCES ACQUISITION B.V.



Name : Elizabeth Trodus
Capacity: authorized signatory Attorney

ON BEHALF OF
LIFE SCIENCES MATERIALS HOLDING B.V.



Name : Elizabeth Trodus
Capacity: authorized signatory Attorney

ON BEHALF OF
NORDIC IMMUNOLOGICAL LABORATORIES B.V.



Name : Elizabeth Trodus
Capacity: authorized signatory Attorney

[SIGNATURE PAGES TO THE DUTCH PLEDGE AGREEMENT]

GROUP COMPANIES - For acknowledgement of the pledge over intercompany receivables

ON BEHALF OF
LIFE SCIENCES MATERIALS HOLDING B.V.

Name :
Capacity:

THE PLEDGEE

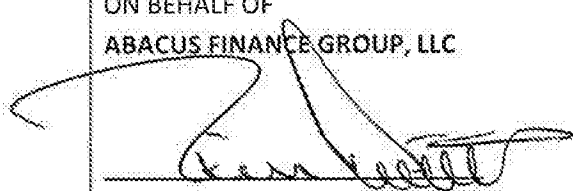
ON BEHALF OF
ABACUS FINANCE GROUP, LLC

By :
Name :
Capacity:



THE PLEDGEE

ON BEHALF OF
ABACUS FINANCE GROUP, LLC

A handwritten signature in black ink, appearing to read "Timothy G. Clifford", is written over a horizontal line. The signature is stylized and cursive.

Name: Timothy G. Clifford
Capacity: President and Chief Executive Officer

SCHEDULE 1 PLEDGORS

| Name Pledgor | Trade register number (or equivalent, if any) |
|--|---|
| LifeSpan Biosciences Acquisition B.V. | 73947016 |
| Life Sciences Materials Holding B.V. | 67202470 |
| Nordic Immunological Laboratories B.V. | 18069048 |

SCHEDULE 2 DEFINITIONS

- Agreement** : means this Dutch Pledge Agreement.
- Bank** : means any person listed in Schedule 6 (*Receivables*) as a Bank.
- Bank Account** : means a bank account held by a Pledgor and listed in Schedule 6 (*Receivables*) as a "Bank Account" under the heading "Banks" as well as any other bank account held by a Pledgor with a Bank or New Bank (for the avoidance of doubt, excluding accounts in which securities are held).
- Bank Consent Letter** : means the bank consent letter, substantially in the form of Schedule 8 (*Bank Consent Letter*).
- Bank Receivables** : means all Receivables owed to a Pledgor by a Bank or New Bank and which are or may at any time be reflected in the balance of any Bank Account of that Pledgor with that Bank or New Bank.
- Business Day** : means any day on which commercial banks are open for commercial banking business in Chicago, Illinois; New York, New York; London, England; and the Netherlands, and, in the case of a Business Day which relates to a LIBOR Loan, on which dealings are carried on in the London interbank eurodollar market.
- Clause** : means a clause in this Agreement.
- Credit Agreement** : has the meaning given to this term in the recitals to this Agreement.
- Debtor** : means:
- a. in relation to the Bank Receivables, each Bank or New Bank;
 - b. in relation to the Intercompany Receivables, each Group Company or New Group Company;
 - c. in relation to the Insurance Receivables, each Insurance Company or New Insurance Company;
 - d. in relation to the Internet Domain Name Receivables, Stichting Internet Domeinregistratie Nederland;
 - e. in relation to the Licensee Rights, each Licensor or New Licensor;
 - f. in relation to Licence Receivables, each Licensee or New Licensee; and
 - g. in relation to all other rights to payment, any debtor of a Pledgor with respect to those rights to payment.
- Dutch Security Document** : has the meaning given to that term in the Credit Agreement.
- Dutch Collateral Party** : means each of the Pledgors.
- Enforcement Event** : means an Event of Default which is continuing and which has resulted in a default as referred to in section 3:248 DCC with respect to the payment of the Secured Obligations.

| | |
|---|---|
| Group | : means Holdings, each Borrower and each of its Subsidiary, as each such term is defined in the Credit Agreement. |
| Group Company | : means any company listed in Schedule 6 (Receivables) as a Group Company, if it is a debtor of a Pledgor. |
| Guarantee and Collateral Agreement | : means the guarantee and collateral agreement, dated as of the March [●], 2021, made among LIFESPAN BIOSCIENCES, INC, the other parties hereto, as Grantors and ABACUS FINANCE GROUP, LLC as the Agent. |
| Intercompany Receivables | : means all Receivables owed to a Pledgor by a Group Company or New Group Company. |
| Insurance Company | : means any person listed in Schedule 6 (<i>Receivables</i>) as an Insurance Company. |
| Insurance Policy | : means an insurance policy listed in Schedule 6 (<i>Receivables</i>) as an Insurance Policy under the heading Insurance Companies and any other insurance policy entered into by a Pledgor with an Insurance Company or New Insurance Company, except for those insurance policies for which the standard terms and conditions determine that pledging of the policy and insurance is not permitted. |
| Insurance Receivables | : means all Receivables owed to a Pledgor by an Insurance Company or New Insurance Company, including Receivables under or in connection with an Insurance Policy. |
| Movables | : means all movable assets, including equipment, stock and inventory owned (whether fully or conditionally) from time to time by a Pledgor. |
| DCC | : means the Dutch Civil Code (<i>Burgerlijk Wetboek</i>). |
| New Administrative Agent | : has the meaning given to such term in Clause 2.7b. (<i>Parties' Intent</i>). |
| New Bank | : means a bank with which a Pledgor opens a new Bank Account after the date of this Agreement and the Receivables against which have not been validly pledged by way of a disclosed pledge pursuant to this Agreement or a Supplemental Pledge Agreement. |
| New Group Company | : means an entity which becomes a part of the Group after the date of this Agreement and the Receivables against which have not been validly pledged by way of a disclosed pledge pursuant to this Agreement or a Supplemental Pledge Agreement. |
| New Insurance Company | : means an insurance company which enters into an insurance policy with a Pledgor after the date of this Agreement, and the Receivables against which have not been validly pledged by way of a disclosed pledge pursuant to this Agreement or a Supplemental Pledge Agreement. |

- Notification Document** : means a document which effectuates Notification, substantially in the form of Schedule 9 (*Form of notification to Debtors*), or, in relation to a Bank, by a Bank Consent Letter, or any other form the Pledgee may deem appropriate.
- Notification** : means notification of the Pledges under this Agreement or any Supplemental Pledge Agreement, for the purpose of creating a disclosed pledge, to:
- a. each Bank or New Bank;
 - b. each Group Company or New Group Company;
 - c. each Insurance Company or New Insurance Company;
 - d. each Licensee or New Licensee;
 - e. each Licensor or New Licensor; and
 - f. Stichting Internet Domeinregistratie Nederland, by means of delivery acceptable to the Pledgee.
- Party** : means a party to this Agreement.
- Pledge** : means any pledge created and, to the extent applicable, purported to be created under this Agreement or any Supplemental Pledge Agreement.
- Pledgee** : has the meaning given to this term in the preamble to this Agreement.
- Pledgor(s)** : has the meaning given to this term in the preamble to this Agreement.
- Receivables** : means all rights of a Pledgor from time to time to the payment of a sum of money, the delivery of an asset or service or some other performance under or in connection with any legal relationship, whether contractual or non-contractual, with any Debtor.
- Registration** : means (i) registration, in accordance with the 1970 Registration Act (Registratiewet 1970), with the office of the Netherlands tax authorities in Rotterdam or, as applicable, (ii) filing with or in a relevant IP Register.
- Relevant Date** : means
- a. the last Business Day of each calendar quarter; and
 - b. any day on which:
 - i. Pledgor opens a bank account with a Bank or New Bank;
 - ii. a company becomes a member of the Group;
 - iii. a Pledgor enters into a new insurance policy with an Insurance Company or New Insurance Company;
 - iv. a Pledgor grants a licence to a Licensee or New Licensee;
 - v. a Licensor or New Licensor grant a license to a Pledgor; and

one or more Internet Domain Names are registered in the name of any Pledgor.

Schedule : means a schedule to this Agreement.

Supplemental Pledge Agreement : means a pledge agreement substantially in the form of Schedule 7 (Form of Supplemental Pledge Agreement) or any other form the Pledgee may deem appropriate.

Trade Receivables : means, in relation to a Pledgor, its Receivables other than its Receivables against Debtors who are to be notified in accordance with Clause 2.6 (*Notification*).

SCHEDULE 3 DEFINITIONS IP RIGHTS

- EU** : has the meaning given to that term in the Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark.
- Community designs** : has the meaning given to that term in the Council Regulation (EC) No 6/2002 of 12 December 2001 on Community designs.
- Copyrights** : means all copyrights of a Pledgor within the meaning of the Netherlands Copyrights Act (*Auteurswet*).
- Database Rights** : means all present and future rights of a Pledgor in any database (*databank*) within the meaning of the Netherlands Database Act (*Databankenwet*).
- Designs** : means:
- a. drawings and designs registered or to be registered in the name of a Pledgor with validity in the Benelux;
 - b. Community designs registered or to be registered in the name of a Pledgor;
 - c. unregistered Community designs of a Pledgor; and
 - d. to the extent not falling within any of the categories referred to above under a., b. and c., international drawings and designs registered or to be registered in the name of a Pledgor with validity in the Benelux, including, in each case, any application for the same.
- Internet Domain Name Receivables** : means all Receivables owed to a Pledgor by Stichting Internet Domeinregistratie Nederland, including Receivables under or in connection with an Internet Domain Name.
- Internet Domain Names** : means all rights of a Pledgor to [.nl] internet domain names registered or to be registered by Stichting Internet Domeinregistratie Nederland or to be registered in the name of a Pledgor, including but not limited to those listed in Schedule 4 IP Rights.
- IP Register** : means all:
- a. in relation to Designs:
 - i. for Benelux design rights: the design register of the Benelux Office for Intellectual Property (BOIP) in The Hague, the Netherlands;
 - ii. for Community design rights: the design register of the European Union Intellectual Property Office (EUIPO) in Alicante, Spain;
 - iii. for international design rights: the design register of the World Intellectual Property Organisation (WIPO) in Geneva, Switzerland;

- b. in relation to Internet Domain Names: for .nl top level extensions: the domain name register of Stichting Internet Domeinregistratie Nederland (SIDN);
- c. in relation to Patents:
 - i. for Netherlands patents: the Netherlands Patents Office (NL Octrooiencentrum);
 - ii. for European Patents:
 - (A) as long as an application is still pending: the European Patent Office (EPO) in Munich, Germany; and
 - (B) if the EPO application has been accepted as a Netherlands patent registration: the Netherlands Patents Office;
 - iii. for international Patents on the basis of the PCT system (PCT): the International Bureau of the World Intellectual Property Organisation in Geneva, Switzerland;
- d. in relation to Plant Breeder's (variety) Rights:
 - i. for Netherlands plant breeder's rights: the Dutch Variety Register (Nederlands Rassenregister);
 - ii. for community plant variety rights: the Community Plant Variety Office CPVO) in Anger, France;
- e. In relation to Supplementary Protection Certificates: the Netherlands Patent Office;
- f. in relation to Topographies: the Netherlands Patent Office;
- g. in relation to Trade Marks:
 - i. for Benelux trademark rights: the trademark register of the Benelux Office for Intellectual Property in The Hague, the Netherlands;
 - ii. for EU trademark rights: the trademark register of the European Union Intellectual Property Office (EUIPO) in Alicante, Spain;
 - iii. for international trademark rights: the trademark register of the World Intellectual Property Organisation in Geneva, Switzerland,
 and/or any register replacing any of the above from time to time.

IP Registration Request : means a written request to record the Pledge of any IP Right in an IP Register substantially in the form of Part II (Form of IP Registration Request) of Schedule 3 (IP Rights) or any other form the Pledgee may deem appropriate.

IP Rights : means:

- a. all Copyrights,
- b. all Database rights,
- c. all Designs,
- d. all Neighbouring Rights,

- e. all Internet Domain Name Receivables,
- f. all Licence Receivables,
- g. all Licensee Rights,
- h. all Patents,
- i. all Plant Breeder's Rights,
- j. all Supplementary Protection Certificates,
- k. all Topographies,
- l. all Trade Marks,
- m. all Trade Names,

and all other IP rights owned by any Pledgor from time to time, including but not limited to copyrights, database rights, designs, neighbouring rights, internet domain name receivables, licensor receivables, licensee rights, patents, plant breeder's rights, supplementary protection certificates, topographies, trade marks and trade names, all to the extent capable of being pledged in each case including the rights, designs, drawings, names, permissions, applications, topographies, entitlements and certificates listed in Part II (List of IP Rights) of Schedule 3 (IP Rights), as amended and/or updated from time to time and including, if applicable, applications of a Pledgor for a right referred to under a.-m. above as well as its entitlements to such a right, owned by that Pledgor from time to time and all to the extent capable of being pledged.

Licence Receivables : means all Receivables owed to a Pledgor by a Licensee or New Licensee under a License.

Licensee Rights : means all present and future permissions of a Pledgor of any kind whatsoever, whether or not registered or in writing, granted or to be granted by any Licensor or New Licensor entitling that Pledgor to use any intellectual property or related right owned by (or licensed to) that Licensor or New Licensor in the course of that Pledgor's business, whether or not in return for any financial or other reimbursement.

Licensee : means any person listed in Part II (*List of IP Rights*) of Schedule 3 (*IP Rights*) as a Licensee under the heading Licensees.

Licenses : means all present and future permissions of any kind whatsoever, whether or not registered or in writing, granted or to be granted by a Pledgor to a Licensee or New Licensee entitling that Licensee or New Licensee to use any of that Pledgor's IP Rights, whether or not in return for any financial or other reimbursement.

- Licensors** : means any person listed in Part I (*List of IP Rights*) of Schedule 3 (*IP Rights*) as a Licensor under the heading Licensors.
- Neighbouring Rights** : means all neighbouring rights of a Pledgor within the meaning of the Netherlands Neighbouring Rights Act (*Wet op de naburige rechten*).
- New Licensee** : means a person or entity that is granted a License by a Pledgor after the date of this Agreement and the Licence Receivables against which have not been validly pledged by way of a disclosed pledge pursuant to this Agreement or a Supplemental Pledge Agreement.
- New Licensor** : means a person or entity which granted a License to a Pledgor after the date of this Agreement and the Licensee Rights against which have not been validly pledged pursuant to this Agreement or a Supplemental Pledge Agreement.
- Patents** : means:
- a. NL and EU patents registered or to be registered in the name of a Pledgor with validity in the Netherlands and the Netherlands Antilles; and
 - b. applications of a Pledgor for a right referred to under (a) as well as its entitlements to such right,
- and/or any divisionals, continuations, continuations-in-part or the like in the Netherlands based on any of the foregoing applications, and any applications in the Netherlands claiming priority of any of the foregoing applications, and including all patents that are granted in relation to any of the foregoing applications.
- Plant Breeder's Rights** : means:
- a. plant breeder's rights registered or to be registered in the name of a Pledgor with validity in the Netherlands;
 - b. community plant breeder's rights registered or to be registered in the name of that Pledgor; and
 - c. applications for a right referred to under a. and b. above as well as entitlements to such rights.
- Supplementary Protection Certificates** : means all supplementary protection certificates for medicinal products or plant protection products registered or to be registered in the name of a Pledgor with validity in the Netherlands and the Netherlands Antilles.
- Topographies** : means all:
- a. topographies of semiconductor products registered or to be registered in the name of a Pledgor within the meaning of the Netherlands Chips Act (*Wet bescherming oorspronkelijke topografieën van halfgeleiderprodukten*); and

- b. unregistered topographies of semiconductor products of a Pledgor within the meaning of the Netherlands Chips Act (*Wet bescherming oorspronkelijke topografieën van halfgeleiderprodukten*).

Trade Marks

: means all:

- a. Benelux trade marks registered or to be registered in the name of a Pledgor;
- b. EU trade marks registered or to be registered in the name of a Pledgor; and
- c. to the extent not falling within any of the categories referred to under a. and b. above, international trade marks registered or to be registered in the name of a Pledgor with validity in the Benelux.

Trade Names

: means all names under which a Pledgor conducts business in the Netherlands.

SCHEDULE 4 IP RIGHTS

| Copyrights | | |
|--|---|---|
| Name of Pledgor / Copyright holder | Work(s) | Further description |
| Nordic Immunological Laboratories B.V. | N/A | |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | recipy and production method for 'Fix & Perm' | held in escrow by Mr. M.A.Zerrou, civil law notary in Utrechtse Heuvelrug (EMS Netwerk Notarissen), under file 1026510, dated 6 June 2017 |

| Database Rights | | |
|---|-------------------|---------------------|
| Name of Pledgor / Database right holder | Database Right(s) | Further description |
| Nordic Immunological Laboratories B.V. | N/A | |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | N/A | |

| Designs | | | |
|--|------------------|------|---------------------|
| Name of Pledgor / Design holder | Design(s) / Type | link | Registration number |
| Nordic Immunological Laboratories B.V. | N/A | | |
| LifeSpan Biosciences Acquisition B.V. | N/A | | |
| Life Sciences Materials Holding B.V. | N/A | | |

| Neighbouring Rights | | |
|--|-------------------------------|----------------------------|
| Name of Pledgor / Neighbouring Right holder | Neighbouring rights(s) | Further description |
| Nordic Immunological Laboratories B.V. | N/A | |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | N/A | |

| Internet Domain Names | |
|--|-----------------------------|
| Name of Pledgor / Registered holder | Internet Domain Name |
| Nordic Immunological Laboratories B.V. | fixandperm.com |
| Nordic Immunological Laboratories B.V. | fixperm.com |
| Nordic Immunological Laboratories B.V. | nordic-mubio.nl |
| Nordic Immunological Laboratories B.V. | nordic-mubio.com |
| Nordic Immunological Laboratories B.V. | nordicmubio.nl |
| Nordic Immunological Laboratories B.V. | nordicmubio.com |
| Nordic Immunological Laboratories B.V. | www.biologo.de |
| Nordic Immunological Laboratories B.V. | www.antikoerper-biologo.de |
| Nordic Immunological Laboratories B.V. | www.antibodies-biologo.com |
| LifeSpan Biosciences Acquisition B.V. | N/A |
| Life Sciences Materials Holding B.V. | N/A |

| Patents | | | |
|---|-------------------------|------------------|----------------------------|
| Name of Pledgor / Patent holder | Patent(s) / Type | Territory | Registration number |
| Nordic Immunological Laboratories B.V. | N/A | | |
| LifeSpan Biosciences Acquisition B.V. | N/A | | |
| Life Sciences Materials Holding B.V. | N/A | | |

| Licensors | | |
|--|----------|---------|
| Name of Pledgor / Licensee | Licensor | License |
| Nordic Immunological Laboratories B.V. | N/A | N/A |
| LifeSpan Biosciences Acquisition B.V. | N/A | N/A |
| Life Sciences Materials Holding B.V. | N/A | N/A |

| Licensees | | |
|--|----------|---------|
| Name of Pledgor / Licencor | Licensee | License |
| Nordic Immunological Laboratories B.V. | N/A | N/A |
| LifeSpan Biosciences Acquisition B.V. | N/A | N/A |
| Life Sciences Materials Holding B.V. | N/A | N/A |

| Plant Breeder's Rights | | |
|--|------------------------|---------------------|
| Name of Pledgor | Plant Breeder's Rights | Registration number |
| Nordic Immunological Laboratories B.V. | N/A | |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | N/A | |

| Supplementary Protection Certificates | | |
|---|--|----------------|
| Name of Pledgor / Certificate holder | Supplementary Protection Certificates | Type(s) |
| Nordic Immunological Laboratories B.V. | N/A | |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | N/A | |

| Topographies | | |
|---|---------------------|----------------------------|
| Name of Pledgor / Topography holder | Topographies | Registration number |
| Nordic Immunological Laboratories B.V. | N/A | |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | N/A | |

| Trade Marks | | | | |
|--|--------------------|-------------------------|--------------------------|------------------------------|
| Name of Pledgor / Trade mark holder | Trade Marks | Registration No. | Registration Date | Granting Jurisdiction |
| LifeSpan Biosciences Acquisition B.V. | N/A | | | |
| Life Sciences Materials Holding B.V. | N/A | | | |
| Nordic Immunological Laboratories BV | FIX & PERM | 2032109 | January 21, 1997 | United States (Federal) |
| Nordic Immunological Laboratories BV | ADG | TMA699557 | October 26, 2007 | Canada |

| | | | | |
|---|----------------|-----------|------------------|---------------|
| Nordic Immunological Laboratories BV | AN DER GRUB | TMA699556 | October 26, 2007 | Canada |
| Nordic Immunological Laboratories BV | FIX & PERM | TMA682695 | March 1, 2007 | Canada |
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | International |
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | Benelux |
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | Switzerland |
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | Germany |
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | Spain |
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | France |

| | | | | |
|---|----------------|--------|-------------------|------------------------|
| Nordic Immunological Laboratories B.V. | ADG FIX & PERM | 609381 | October 29, 1993 | Italy |
| Nordic Immunological Laboratories BV | ADG FIX&PERM | 149800 | October 29, 1993 | Austria |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | International |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | February 28, 2005 | Australia |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | Bosnia and Herzegovina |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | Benelux |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | Switzerland |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | China |
| Nordic Immunological | FIX & PERM | 609380 | October 29, 1993 | Cyprus |

| | | | | | |
|---|-------------|---|--------|---------------------|----------------|
| Laboratories B.V. | | | | | |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Czech Republic |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Germany |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Denmark |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Estonia |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Spain |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Finland |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | France |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | United Kingdom |

| | | | | | |
|---|-------------|---|---------|----------------------|---------------|
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Greece |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Croatia |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Hungary |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 0609380 | February 28, 2005 | Ireland |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Italy |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Japan |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Liechtenstein |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Lithuania |

| | | | | | |
|---|-------------|---|--------|---------------------|-----------------|
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | North Macedonia |
| Nordic Immunological Laboratories BV | FIX PERM | & | 609380 | October 29, 1993 | Norway |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Poland |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Portugal |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Romania |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Serbia |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Russia |
| Nordic Immunological Laboratories B.V. | FIX PERM | & | 609380 | October 29, 1993 | Sweden |
| Nordic Immunological | FIX PERM | & | 609380 | October 29, 1993 | Slovenia |

| | | | | | |
|---|--------------|-----------|------------------|----------------|--|
| Laboratories B.V. | | | | | |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | Slovakia | |
| Nordic Immunological Laboratories B.V. | FIX & PERM | 609380 | October 29, 1993 | Latvia | |
| Nordic Immunological Laboratories BV | FIX&PERM | 149799 | October 29, 1993 | Austria | |
| Nordic Immunological Laboratories BV | FIX & PERM | 015960421 | March 24, 2017 | European Union | |
| Nordic Immunological Laboratories BV | FIX&PERM IVD | 011700978 | August 26, 2013 | European Union | |

| Trade Names | | |
|---|--|---|
| Name of Pledgor / Trade name holder | Trade Names | Further description (Chamber of Commerce-number) |
| Nordic Immunological Laboratories B.V. | Nordic Immunological Laboratories B.V. Nordic-MUbio | 18069048 |
| LifeSpan Biosciences Acquisition B.V. | LifeSpan Biosciences Acquisition B.V. | 73947016 |
| Life Sciences Materials Holding B.V. | Life Sciences Materials Holding B.V. | 67202470 |

II. Form of IP Registration Request

To : [IP Register]
Address : [●]
Fax number : [●]
Attn. : [●]

Date : [●]

Ladies and Gentlemen,

We write with reference to a Netherlands Pledge Agreement, dated March [●] 2021 [and a Supplemental Pledge Agreement dated [●] ([together] the **Agreement**) between [among others] **ABACUS FINANCE GROUP, LLC** and the undersigned, under which we have created, among other things, rights of pledge over all our present and future IP rights (the **IP Rights**).

We have IP Rights registered in your register, particulars of which are set forth in the Annex to this letter. We kindly request you to record the rights of pledge over these IP Rights pursuant to the Agreement [and the Supplemental Pledge Agreement] in your register as soon as possible.

Thank you for your cooperation.

Yours faithfully,
[Pledgor]

ON BEHALF OF

By : _____
Name : _____
Capacity: _____

ON BEHALF OF

By : _____
Name : _____
Capacity: _____

SCHEDULE 5 MOVABLES

Locations of Movable in the Netherlands

| movables and pledge information | | |
|---|-------------------------|---|
| Name of Pledgor | items | Pledge information |
| Nordic Immunological Laboratories B.V. | all inventory and stock | Rangeerweg 5/A, 6114 BC Susteren, Netherlands |
| LifeSpan Biosciences Acquisition B.V. | all inventory and stock | Rijksstraatweg 236 b, 3956CW Leersum |
| Life Sciences Materials Holding B.V. | all inventory and stock | Rangeerweg 5/A, 6114 BC Susteren, Netherlands |

SCHEDULE 6 RECEIVABLES

| Banks | | |
|---|--|---|
| Name of Pledgor / Account holder | Bank | Bank Account |
| Nordic Immunological Laboratories B.V. | Rabobank Dorpsplein 1, 6733 AV Wekerom Netherlands | NL90 RABO 0315 7979 40 (EUR) deposit |
| Nordic Immunological Laboratories B.V. | Rabobank Dorpsplein 1, 6733 AV Wekerom Netherlands | NL90 RABO 0315 7979 40 (USD) deposit |
| Life Sciences Materials Holding B.V. | Rabobank Dorpsplein 1, 6733 AV Wekerom Netherlands | NL85 RABO 0313 8458 08 deposit |

| Insurance Companies | | |
|---|--|--|
| Name of Pledgor / Insured | Insurance Company | Insurance Policy |
| Nordic Immunological Laboratories B.V. | De Amersfoortse | employment disability insurance A02027695 / 202047818 |
| Nordic Immunological Laboratories B.V. | Aon Risk Services Central / Atlantic Specialty Insurance Company | Commercial Property Insurance 711-01-02-52-0013 |
| Nordic Immunological Laboratories B.V. | Aon Risk Services Central / Atlantic Specialty Insurance Company / OBI National Insurance Company | commercial/automobile/employers liability insurance 711-01-02-52-0013 406-04-58-41-0002 |
| Nordic Immunological Laboratories B.V. | Aon Risk Services Central / AXIS Surplus Insurance Company | Cyber liability insurance P00100052828801 |
| Nordic Immunological Laboratories B.V. | Aon Risk Services Central / Zurich American Ins Co / Continental Casualty | Commercial general liability, automobile liability, workers compensation and Employers' liability, Product / Professional Liability, ZE301157801 ADT 6075544154 |
| LifeSpan Biosciences Acquisition B.V. | Aon Risk Services Central / Atlantic Specialty Insurance Company / OBI National Insurance Company | commercial/automobile/employers liability insurance 711-01-02-52-0013 406-04-58-41-0002 |

| | | |
|--|---|---|
| LifeSpan Biosciences Acquisition B.V. | Aon Risk Services Central / Atlantic Specialty Insurance Company | Commercial Property Insurance 711-01-02-52-0013 |
| LifeSpan Biosciences Acquisition B.V. | Aon Risk Services Central / AXIS Surplus Insurance Company | Cyber liability insurance P00100052828801 |
| LifeSpan Biosciences Acquisition B.V. | Aon Risk Services Central / Zurich American Ins Co / Continental Casualty | Commercial general liability, automobile liability, workers compensation and Employers' liability, product / professional Liability, ZE301157801 ADT 6075544154 |
| Life Sciences Materials Holding B.V. | Aon Risk Services Central / Atlantic Specialty Insurance Company | Commercial Property Insurance 711-01-02-52-0013 |
| Life Sciences Materials Holding B.V. | Aon Risk Services Central / AXIS Surplus Insurance Company | Cyber liability insurance P00100052828801 |

| Group Companies | | |
|---|--|-------------------------------------|
| Name of Pledgor | Name and Address of Group Companies | Outstanding Principal Amount |
| Nordic Immunological Laboratories B.V. | Exalpha Inc. Exca | USD 342,000 |
| Nordic Immunological Laboratories B.V. | LifeSpan Biosciences Acquisition B.V. | USD 268,000 |
| LifeSpan Biosciences Acquisition B.V. | N/A | |
| Life Sciences Materials Holding B.V. | N/A | |

SCHEDULE 7 FORM OF SUPPLEMENTAL PLEDGE AGREEMENT

To : [Pledgee]

Address : [●]

Fax number : [●]

Attn. : [●]

Date : [●]

Ladies and Gentlemen,

Reference is made to the Dutch Pledge Agreement dated March ____ 2021 between yourself as Pledgee (as defined in that Agreement) and the undersigned (the **Agreement**).

1. The provisions of the Agreement apply *mutatis mutandis* to this Supplemental Pledge Agreement and are included in this Supplemental Pledge Agreement by means of cross-reference. Capitalised terms in this Supplemental Pledge Agreement have the meanings ascribed to them in the Agreement.
2. This is one of the Collateral Documents and Collateral Documents (Dutch), a Loan Document and part of the Dutch Pledge Agreement.
3. As security for the payment when due of the Secured Obligations, we hereby grant to the Pledgee, as the case may be in advance, a pledge over (i) all our Trade Receivables that legally can be pledged by way of an undisclosed pledge, either immediately or in advance, on the date of Registration of this Agreement, and (ii) all our other Collateral, in each case to the extent not previously validly pledged under the Agreement or any Supplemental Pledge Agreement.
4. The annex attached to this Supplemental Pledge Agreement contains the details of the new Bank Account(s) and relevant Bank(s) / New Bank(s), New Group Compan(y)(ies), the new insurance polic(y)(ies) and the relevant Insurance Compan(y)/(ies) / New Insurance Compan(y)(ies), the License and the relevant Licensee(s) / New Licensee(s) and the License and the relevant Licensor(s) / New Licensor(s).
5. We hereby repeat the representations and warranties set out in Clause 3 (*Representations and Warranties*) of the Agreement with respect to the Collateral purported to be pledged

under this Supplemental Pledge Agreement, in each case by reference to the facts and circumstances now existing.

6. Immediately upon signing of this Supplemental Pledge Agreement, we shall submit this Supplemental Pledge Agreement for Registration, and to the extent applicable effectuate Notification and perform all other obligations in accordance with Clause 2.4 (*Registration*), Clause 2.5 (*Bank Receivables*) and Clause 2.6 (*Notification*) of the Agreement.

Yours faithfully,

[PLEDGOR]

ON BEHALF OF

By : [●]
Name : [●]
Capacity: [●]

ON BEHALF OF

By : [●]
Name : [●]
Capacity: [●]

ON BEHALF OF
ABACUS FINANCE GROUP, LLC
as Pledgee under the Dutch Pledge Agreement

By : [●]
Name : [●]
Capacity: [●]

SCHEDULE 8 FORM OF BANK CONSENT LETTER

[insert name of Bank] (**Bank**)

Address : [●]

Fax number : [●]

Email address : [●]

Attn. : [●]

Date : [●]

Ladies and Gentlemen:

With this letter we notify you of the disclosed pledge (the **Pledge**) that we [will create]/[created] in favour of **ABACUS FINANCE GROUP, LLC** (the **Pledgee**) over our present and future rights against you in connection with the bank account(s) with number(s) [●] maintained with you and over all our present and future rights against you under or in connection with any other accounts maintained with you (the **Bank Receivables**).

The Pledge [will be created] / [is created] pursuant to a Dutch Pledge Agreement dated March [●] 2021 [and a Supplemental Pledge Agreement] between [among others] the Pledgee and the undersigned as pledgor ([together] the **Agreement**).

We understand that pursuant to the general banking conditions (*Algemene Bankvoorwaarden*) you have a higher ranking pledge on the Bank Receivables as well as a right of set-off.

We ask you to kindly countersign this notice to:

- a. acknowledge and consent to the Pledge;
- b. undertake, until the termination of the Pledge in accordance with the terms thereof, not to exercise your right of pledge or right of set-off other than in relation to account charges or fees in connection with the maintenance or administration of the Bank Receivables or the execution of payment orders or the performance of other instructions with respect to the Bank Receivables;

and return the countersigned notice to us.

Under the Agreement, we will remain authorised to dispose over the bank account(s) and to collect all other receivables from you until the Pledgee or we notify you that this authorisation

has terminated, at which time the Pledgee or we will instruct you as to the bank account into which further payments are to be made. By countersigning this letter, you undertake that upon receipt of such notice, you will block the bank account(s) where the Bank Receivables are administrated, including any future credit entries, and will comply with written notices or instructions with respect to the Bank Receivables received from the Pledgee, provided always that you will have the right of set-off and/or to collect the Bank Receivables on the basis of the higher ranking right of pledge in respect of the account, charges and/or fees referred to under b. above prior to any payment being made to the Pledgee.

This letter is governed by and construed in accordance with Dutch law. By countersigning this letter you agree that the courts in Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter.

Thank you for your cooperation.

Yours faithfully,

[PLEDGOR]

| |
|---|
| ON BEHALF OF [●] <hr/> |
| By : [●] Name : [●] Capacity: [●] |

| |
|---|
| ON BEHALF OF [●] <hr/> |
| By : [●] Name : [●] Capacity: [●] |

For consent to and acknowledgement of the creation of the Pledge and the undertaking not to exercise any higher ranking pledge or right of set-off, subject to any right to set-off the account charges and/or fees referred to under (b) above:

BANK

ON BEHALF OF

[●]

By : [●]

Name : [●]

Capacity: [●]

Date : [●]

Place : [●]

ON BEHALF OF

[●]

By : [●]

Name : [●]

Capacity: [●]

Date : [●]

Place : [●]

SCHEDULE 9 FORM OF NOTIFICATION TO DEBTORS

To : [Group Company] [Insurance Company] [Licensee] [Licensor] [Stichting Internet Domeinregistratie Nederland]*
Address : [●]
Fax number : [●]
Attn. : [●]
Email : [●]

Date : [●]

Ladies and Gentlemen,

With this letter we notify you of the disclosed pledge (the **Pledge**) that we created in favour of **ABACUS FINANCE GROUP, LLC** (the **Pledgee**) over all our present and future rights to payment of a sum of money, the delivery of an asset or service or some other performance under or in connection with [any agreement or other legal relationship with you]/[the following insurance policies [●]]/[the following license agreements [●]]/[as licensee in relation to you under the following license agreements [●]].

The Pledge is created pursuant to a Dutch Pledge Agreement, dated March [●] 2021 [and a Supplemental Pledge Agreement dated [**-**-**]] between among others, the Pledgee and the undersigned as pledgor ([together] the **Agreement**).

Under the Agreement, we are authorised to [collect all receivables from you [on the following bank account [●] until the Pledgee or we inform you that this authorisation has terminated, at which time the Pledgee or we will instruct you as to the bank account into which further payments are to be made]/[exercise all rights, powers and discretions under the licenses, until the Pledgee or we inform you that this authorisation has terminated].

This letter is governed by and construed in accordance with Dutch law. By countersigning this letter you agree that the courts in Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter.

Thank you for your cooperation.

Yours faithfully,

[PLEDGOR]

ON BEHALF OF

By : [●]
Name : [●]
Capacity: [●]

ON BEHALF OF

By : [●]
Name : [●]
Capacity: [●]

For confirmation of receipt:

[Group Company] [Insurance Company] [Licensee]
[Licensor] [Stichting Internet Domeinregistratie Nederland]*

ON BEHALF OF
[●]

By : [●]
Name : [●]
Capacity: [●]
Date : [●]
Place : [●]

ON BEHALF OF
[●]

By : [●]
Name : [●]
Capacity: [●]
Date : [●]
Place : [●]