

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640286

<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>
Binx Health Limited		04/07/2021	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OrbiMed Royalty & Credit Opportunities III, LP		
<b>Street Address:</b>	601 Lexington Avenue, 54th Floor		
<b>Internal Address:</b>	c/o OrbiMed Advisors LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5934276	BINX HEALTH	
<b>Registration Number:</b>	5933272	BINX BOX	
<b>Registration Number:</b>	5933360	BINX	
<b>Registration Number:</b>	5933238	BINX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	4152687810		
<b>Email:</b>	SGuerra@mofo.com		
<b>Correspondent Name:</b>	Muzamil Huq, Morrison & Foerster LLP		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	72388-0000016		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/mhuq/		
<b>DATE SIGNED:</b>	04/19/2021		

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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2021 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of OrbiMed Royalty & Credit Opportunities III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of April 7, 2021 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security

Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

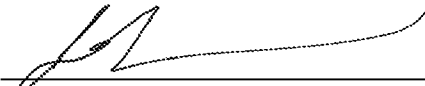
**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages Follow]*

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

BINX HEALTH LIMITED

By: 

Name: Jeffrey R. Luber

Title: Director

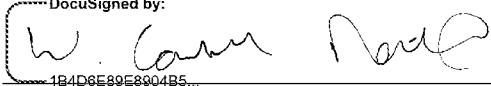
Address: Derby Court Epsom Square, White Horse Business Park, Trowbridge, England, BA14 0XG

Accepted and Agreed:

ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP, as the Agent

By: OrbiMed ROF III LLC, its general partner

By: OrbiMed Advisors LLC, its Managing Member

DocuSigned by:  
  
By 1B4D8E89E8904B5  
Name: WILLIAM CARTER NEILD  
Title: Member

OrbiMed Royalty & Credit Opportunities III, LP

c/o OrbiMed Advisors LLC

601 Lexington Avenue

54<sup>th</sup> Floor

New York, NY 10022

Attention: Matthew Rizzo; OrbiMed Credit Reporting

Email: [RizzoM@OrbiMed.com](mailto:RizzoM@OrbiMed.com); [RoSCreditOps@OrbiMed.com](mailto:RoSCreditOps@OrbiMed.com)

**TRADEMARKS**Trademark Registrations and Applications

<b>Mark/Application</b>	<b>Serial/ Registration Number</b>	<b>Filing/ Registration Date</b>	<b>Owner</b>	<b>Filing Location</b>
BINX	5933238	10-Dec-2019	Binx Health Limited	United States of America
binx & Design	5933360	10-Dec-2019	Binx Health Limited	United States of America
BINX BOX	5933272	10-Dec-2019	Binx Health Limited	United States of America
BINX BUTTON	UK00918069599	09-Oct-2019	Binx Health Limited	United Kingdom
BINX BUTTON	2010646	15-Jan-2020	Binx Health Limited	Australia
BINX BUTTON	1964107	21-May-2019	Binx Health Limited	Canada
BINX BUTTON	018069599	09-Oct-2019	Binx Health Limited	European Union (Community)
BINX HEALTH	88/072094	09-Aug-2018	Binx Health Limited	United States of America
BINX HEALTH	5934276	10-Dec-2019	Binx Health Limited	United States of America
binx io & design	88/463800	07-Jun-2019	Binx Health Limited	United States of America
FOR HEALTHY HUMANS	018083092	11-Oct-2020	Binx Health Limited	European Union (Community)
FOR HEALTHY HUMANS	1974607	14-Jun-2019	Binx Health Limited	Canada
FOR HEALTHY HUMANS	2016613	31-Mar-2020	Binx Health Limited	Australia
FOR HEALTHY HUMANS	UK00918083092	11-Oct-2020	Binx Health Limited	United Kingdom
POWERING CONVENIENT HEALTH	UK00918083090	01-Nov-2019	Binx Health Limited	United Kingdom
POWERING CONVENIENT HEALTH	1974598	14-Jun-2019	Binx Health Limited	Canada
POWERING CONVENIENT HEALTH	018083090	01-Nov-2019	Binx Health Limited	European Union (Community)
POWERING CONVENIENT HEALTH	2016615	02-Dec-2019	Binx Health Limited	Australia