

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644683

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900608146		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Celcuity, Inc.		04/08/2021	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: 1			
Property Type	Number	Word Mark	
Serial Number:	88920922	CELSIGNIA	
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:	176634011900		
NAME OF SUBMITTER:	Jennifer Langan		
SIGNATURE:	/Jennifer Langan/		
DATE SIGNED:	05/06/2021		
Total Attachments: 7			
source=Innovatus - Celcuity - TM Notice#page1.tif			
source=Innovatus - Celcuity - IP Security Agreement#page1.tif			
source=Innovatus - Celcuity - IP Security Agreement#page2.tif			

source=Innovatus - Celcuity - IP Security Agreement#page3.tif

source=Innovatus - Celcuity - IP Security Agreement#page4.tif

source=Innovatus - Celcuity - IP Security Agreement#page5.tif

source=Innovatus - Celcuity - IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 8, 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 CELCUITY, 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.

[Balance of Page Intentionally Left Blank]

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.

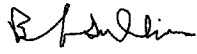
Address of Grantor:

16305 36th Ave North
Suite 100
Minneapolis, MN 55446

Attn: Brian F. Sullivan

GRANTOR:

CELCUITY, INC.

By: 
Name: Brian F. Sullivan
Title: Chairman and Chief Executive Officer

Address of Lender:

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

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

By: _____
Name: _____
Title: _____

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:

CELCUITY, INC.

Attn: _____

By: _____

Name:

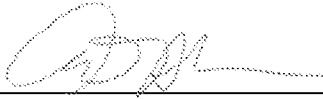
Title: _____

COLLATERAL AGENT:

Address of Lender:

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

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue Date/File Date</u>
WHOLE CELL ASSAYS AND METHODS	10,041,934	8/7/2018
WHOLE CELL ASSAYS AND METHODS	16/027,073	7/3/2018
WHOLE CELL ASSAYS AND METHODS	17/193,891	3/5/2021
WHOLE CELL ASSAYS AND METHODS	9,404,915	8/2/2016
ASSAYS AND METHODS FOR DETERMINING THE RESPONSIVENESS OF AN INDIVIDUAL SUBJECT TO A THERAPEUTIC AGENT	15/179,119	6/10/2016
DIAGNOSTIC ASSAYS AND METHODS FOR MEASURING SIGNALLING PATHWAY ACTIVITY	15/533,897	11/30/2017
METHODS OF PREPARING A PRIMARY CELL SAMPLE	15/950,739	8/16/2018
METHODS OF MEASURING SIGNALLING PATHWAY ACTIVITY FOR SELECTION OF THERAPEUTIC AGENTS	16/116,392	8/29/2018
METHODS OF TREATING CANCER PATIENTS WITH P13K OR RTK TARGETED THERAPEUTIC AGENTS	62/945608	12/9/2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CELSIGNIA	88920922	3/2/2021