

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667649

|   |                                |                       |  |
|---|--------------------------------|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | Security Interest - Mezz.      |                       |  |
| <b>SEQUENCE:</b>  | 2                              |                       |  |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |  |
| <b>Name</b>   | <b>Formerly</b>                | <b>Execution Date</b> | <b>Entity Type</b>                     |
| August BioServices, LLC   |                                | 08/13/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                |                       |  |
| <b>Name:</b>  | SILICON VALLEY BANK, as Agent  |                       |  |
| <b>Street Address:</b>  | 3003 TASMAN DRIVE              |                       |  |
| <b>City:</b>  | SANTA CLARA                    |                       |  |
| <b>State/Country:</b>   | CALIFORNIA                     |                       |  |
| <b>Postal Code:</b>   | 95054                          |                       |  |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA        |                       |  |
| <b>PROPERTY NUMBERS Total: 5</b>  |                                |                       |  |
| <b>Property Type</b>  | <b>Number</b>                  | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 90112424                       | AUGUST BIOSERVICES    |  |
| <b>Serial Number:</b>   | 90109553                       | AUGUST BIOSERVICES    |  |
| <b>Serial Number:</b>   | 90109546                       |                       |  |
| <b>Serial Number:</b>   | 90109533                       |                       |  |
| <b>Serial Number:</b>   | 90042481                       | AUGUST BIOSERVICES    |  |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |  |
| <b>Fax Number:</b>  |                                |                       |  |
| <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>   | (619) 699-2708                 |                       |  |
| <b>Email:</b>   | christian.cruz@us.dlapiper.com |                       |  |
| <b>Correspondent Name:</b>  | DLA Piper LLP (US)             |                       |  |
| <b>Address Line 1:</b>  | 401 B Street                   |                       |  |
| <b>Address Line 2:</b>  | Suite 1700                     |                       |  |
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92101    |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Matt Schwartz                  |                       |  |
| <b>SIGNATURE:</b>   | /s/ Matt Schwartz              |                       |  |
| <b>DATE SIGNED:</b>   | 08/14/2021                     |                       |  |

CH \$140.00 90112424

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 13, 2021 by and among SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent (“Agent”), and AUGUST BIOSERVICES, LLC, a Delaware limited liability company (“Grantor”).

### RECITALS

A. Agent and SVB INNOVATION CREDIT FUND VIII, L.P., a Delaware limited partnership (“SVB Capital” and together with Agent, individually and collectively, jointly and severally, “Lender”) have agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to AUGUST BIOSERVICES HOLDINGS, INC., a Delaware corporation (“August Holdings”), Grantor, and AUGUST BIOSERVICES REAL ESTATE, LLC, a Delaware limited liability company (“August Real Estate” and together with August Holdings and Grantor, individually and collectively, jointly and severally, “Borrower”) in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among Agent, Lender and Borrower dated as of August 13, 2021 (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).

B. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement and the obligations of Grantor under the Guaranty.

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 Borrower’s obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations under the Loan Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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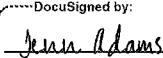
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

3 Pickwick Plaza, Ste. 302  
Greenwich, CT 06830  
Attn: Mats Bjoerkman  
Email: [mjbjoerkman@augustbio.com](mailto:mjbjoerkman@augustbio.com)

**AUGUST BIOSERVICES, LLC**

By: DocuSigned by:  
  
9841382A5B42425...

Name: Jenn Adams

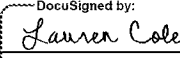
Title: Chief Executive Officer

AGENT:

Address:

920 5th Ave., Suite 3450  
Seattle, WA 98104  
Attn: Michael McMahon  
Email: [mcmahon@svb.com](mailto:mcmahon@svb.com)

**SILICON VALLEY BANK**

By: DocuSigned by:  
  
355DAEFAF02E40D...

Name: Lauren Cole

Title: Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007392 FRAME: 0077**

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

## Trademarks



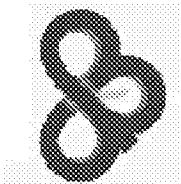

| <u>Grantor</u>          | <u>Description</u>  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|-------------------------|---|---|---|
| August Bioservices, LLC |    | 90112424  | August 13, 2020                               |
| August Bioservices, LLC |    | 90109553  | August 12, 2020                               |
| August Bioservices, LLC |    | 90109546  | August 12, 2020                               |
| August Bioservices, LLC |  | 90109533  | August 12, 2020                               |
| August Bioservices, LLC | AUGUST BIOSERVICES  | 90042481  | July 8, 2020                                  |

EXHIBIT D

Mask Works

None.