

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emulate, Inc.		08/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings III, LP		
Street Address:	51 Astor Place, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5596079	EE EMULATE	
Registration Number:	5596080	EE	
Registration Number:	5596081	EE EMULATE	
Registration Number:	5596082	EMULATE	
Registration Number:	5596083	EEEE HUMAN EMULATION SYSTEM	
Registration Number:	5596467	ORB-HM1	
Registration Number:	5602008	ZOË-CM1	
Registration Number:	5697943	ORB	
Registration Number:	5713872	ORB-RM1	
Registration Number:	5713940	POD-1	
Registration Number:	5915165	POD	
Registration Number:	5931576	CHIP-S1	
Registration Number:	5931998	ER-1	
Registration Number:	5931999	ER-2	
Registration Number:	5932331	ZO?	
Registration Number:	6047510	CHIP S-1	
Serial Number:	87724837	S-1	
Serial Number:	90112165	ZOË-CM2	

OP \$465.00 5596079

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 212-655-3348
Email: zhanusek@chapman.com
Correspondent Name: Chapman and Cutler LLP
Address Line 1: 1270 Avenue of the Americas, 30th Floor
Address Line 2: Attn: Zach Hanusek
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Zachary Hanusek
SIGNATURE:	/Zachary Hanusek/
DATE SIGNED:	08/25/2021

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

August 23, 2021

WHEREAS, EMULATE, INC., a Delaware corporation (the “*Company*”) and each entity that becomes a “Grantor” under the Security Agreement (together with the Company “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS III, LP, a Delaware limited partnership, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the patents and patent applications listed on Schedule A hereto, and the trademarks and trademark applications listed on Schedule B hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent a security interest in accordance with and subject to the terms and conditions of the Security Agreement (and the Intellectual Property referenced therein) in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, including the inventions and improvements described and claimed therein, in each case whether now owned by such Grantor or hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related reissues, divisions, continuations, renewals, extensions and continuations in part thereof; and

(ii) all of the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, whether now owned by such Grantor or at any time hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation those listed on **Schedule B** hereto, and all renewals of trademark and service mark registrations and all goodwill associated therewith (excluding any application for registration of a trademark filed on an intent-to-use 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 the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Company has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

EMULATE, INC.

By:  _____
Name: James Corbett
Title: Chief Executive Officer

SIGNATURE PAGE

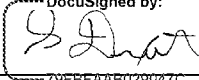
PATENT AND TRADEMARK SECURITY AGREEMENT

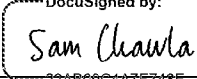
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ADMINISTRATIVE AGENT:

PERCEPTIVE CREDIT HOLDINGS III, LP

By: Perceptive Credit Opportunities GP, LLC,
its general partner

By: 
Name: Sandeep Dixit
Title: Chief Credit Officer

By: 
Name: Sam Chawla
Title: Portfolio Manager

SIGNATURE PAGE

PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007403 FRAME: 0222

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

US

<u>Owner</u>	<u>Patent Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Publication/ Recording Date</u>	<u>Status</u>
Emulate, Inc.	15248509	08/26/2016	10125342	03/02/2017	Issued
Emulate, Inc.	15248748	08/26/2016	10184102	03/02/2017	Issued
Emulate, Inc.	15648085	07/12/2017	10228381	01/18/2018	Issued
Emulate, Inc.	15248690	08/26/2016	10233416	03/02/2017	Issued
Emulate, Inc.	15248633	08/26/2016	10273441	03/02/2017	Issued
Emulate, Inc.	15647800	07/12/2017	10335788	01/18/2018	Issued
Emulate, Inc.	16221681	12/17/2018	10519410	04/18/2019	Issued
Emulate, Inc.	15647727	07/12/2017	10661275	01/18/2018	Issued
Emulate, Inc.	16108827	08/22/2018	10689608	01/03/2019	Issued
Emulate, Inc.	15648029	07/12/2017	10852311	01/18/2018	Issued
Emulate, Inc.	15648000	07/12/2017	10908171	01/18/2018	Issued
Emulate, Inc.	15647879	07/12/2017	10913063	01/18/2018	Issued
Emulate, Inc.	16152908	10/05/2018	10913924	02/07/2019	Issued
Emulate, Inc.	15781370	06/04/2018	10961496	11/08/2018	Issued
Emulate, Inc.	15647853	07/12/2017	10974242	01/18/2018	Issued
Emulate, Inc.	16152847	10/05/2018	10988721	02/07/2019	Issued
Emulate, Inc.	16226229	12/19/2018	10988722	06/06/2019	Issued
Emulate, Inc.	15648162	07/12/2017	10989721	01/18/2018	Issued
Emulate, Inc.	15647762	07/12/2017	11065620	01/18/2018	Issued
Emulate, Inc.	29576821	09/07/2016	D803173	04/24/2017	Registered
Emulate, Inc.	29570866	07/12/2016	D812766	04/21/2017	Registered
Emulate, Inc.	29576825	09/07/2016	D816861	04/24/2017	Registered
Emulate, Inc.	29576817	09/07/2016	D838864	04/24/2017	Registered
Emulate, Inc.	29576811	09/07/2016	D842493	04/24/2017	Registered
Emulate, Inc.	29570865	07/12/2016	D860471	04/21/2017	Registered
Emulate, Inc.	29642618	03/30/2018	D888270	09/19/2018	Issued
Emulate, Inc.	29701966	08/15/2019	D888983	04/29/2020	Registered
Emulate, Inc.	29618299	09/20/2017	D905868	04/06/2018	Allowed
Emulate, Inc.	15474214	03/30/2017	N/A	10/05/2017	Pending

<u>Owner</u>	<u>Patent Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Publication/Recording Date</u>	<u>Status</u>
Emulate, Inc.	15648049	07/12/2017	N/A	01/18/2018	Pending
Emulate, Inc.	15647831	07/12/2017	N/A	01/18/2018	Pending
Emulate, Inc.	15648104	07/12/2017	N/A	01/18/2018	Pending
Emulate, Inc.	15648182	07/12/2017	N/A	01/18/2018	Pending
Emulate, Inc.	15648339	07/12/2017	N/A	01/25/2018	Pending
Emulate, Inc.	15648213	07/12/2017	N/A	01/25/2018	Pending
Emulate, Inc.	15648293	07/12/2017	N/A	01/25/2018	Pending
Emulate, Inc.	15648306	07/12/2017	N/A	01/25/2018	Pending
Emulate, Inc.	15648319	07/12/2017	N/A	01/25/2018	Pending
Emulate, Inc.	15648352	07/12/2017	N/A	01/25/2018	Pending
Emulate, Inc.	15955335	04/17/2018	N/A	10/18/2018	Pending
Emulate, Inc.	15955383	04/17/2018	N/A	10/18/2018	Pending
Emulate, Inc.	15768736	04/16/2018	N/A	10/25/2018	Pending
Emulate, Inc.	15958142	04/20/2018	N/A	10/25/2018	Pending
Emulate, Inc.	16130498	09/13/2018	N/A	01/10/2019	Pending
Emulate, Inc.	16051004	07/31/2018	N/A	01/31/2019	Pending
Emulate, Inc.	15781423	06/04/2018	N/A	03/28/2019	Pending
Emulate, Inc.	16089220	09/27/2018	N/A	04/25/2019	Pending
Emulate, Inc.	16730448	12/30/2019	N/A	06/18/2020	Pending
Emulate, Inc.	16/742497	January 14, 2020	N/A	N/A	Pending
Emulate, Inc.	16/352234	March 13, 2019	N/A	N/A	Pending
Emulate, Inc.	16/454753	June 27, 2019	N/A	N/A	Pending
Emulate, Inc.	16/825213	March 20, 2020	N/A	N/A	Pending
Emulate, Inc.	16/820530	March 16, 2020	N/A	N/A	Pending
Emulate, Inc.	16/983871	August 3, 2020	N/A	N/A	Pending
Emulate, Inc.	16/997509	August 19, 2020	N/A	N/A	Pending
Emulate, Inc.	17/036652	September 29, 2020	N/A	N/A	Pending
Emulate, Inc.	17/017029	September 10, 2020	N/A	N/A	Pending
Emulate, Inc.	16/983850	August 3, 2020	N/A	N/A	Pending
Emulate, Inc.	17/088828	November 4, 2020	N/A	N/A	Pending

<u>Owner</u>	<u>Patent Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Publication/Recording Date</u>	<u>Status</u>
Emulate, Inc.	17176873	02/16/2021	N/A	06/17/2021	Pending
Emulate, Inc.	17160617	01/28/2021	N/A	07/15/2021	Pending
Emulate, Inc.	15819435	11/21/2017	10828638	07/05/2018	Issued
Emulate, Inc.	15819966	11/21/2017	11001795	08/09/2018	Issued
Emulate, Inc.	17024221	09/17/2020	11059041	02/04/2021	Issued
Emulate, Inc.	16739959	01/10/2020	11067571	06/11/2020	Issued
Emulate, Inc.	29675951	01/07/2019	D888273	01/17/2019	Issued
Emulate, Inc.	15458185	03/14/2017	N/A	08/10/2017	Pending
Emulate, Inc.	15352289	11/15/2016	N/A	03/01/2018	Pending
Emulate, Inc.	15820011	11/21/2017	N/A	08/16/2018	Pending
Emulate, Inc.	16286185	02/26/2019	N/A	11/28/2019	Pending
Emulate, Inc.	16/692383	November 22, 2019	N/A	N/A	Pending
Emulate, Inc.	16/712439	December 12, 2019	N/A	N/A	Pending
Emulate, Inc.	16/995405	August 17, 2020	N/A	N/A	Pending
Emulate, Inc.	16912391	06/25/2020	N/A	01/07/2021	Pending
Emulate, Inc.	17/024221	September 17, 2020	N/A	N/A	Pending

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

US

<u>Owner</u>	<u>Trademarks</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
Emulate, Inc.		86891236	January 29, 2016	Registered	5596079	October 30, 2018
Emulate, Inc.		86893402	February 1, 2016	Registered	5596080	October 30, 2018
Emulate, Inc.		86894443	February 2, 2016	Registered	5596081	October 30, 2018
Emulate, Inc.	EMULATE	86894561	February 2, 2016	Registered	5596082	October 30, 2018
Emulate, Inc.		86894639	February 2, 2016	Registered	5596083	October 30, 2018
Emulate, Inc.		87343642	February 21, 2017	Registered	5596467	October 30, 2018
Emulate, Inc.	ZOE-CM1	87287783	January 3, 2017	Registered	5602008	November 6, 2018
Emulate, Inc.	ORB	87343688	February 21, 2017	Registered	5697943	March 12, 2019
Emulate, Inc.	ORB-RM1	88076040	August 13, 2018	Registered	5713872	April 2, 2019
Emulate, Inc.	POD-1	88077358	August 14, 2018	Registered	5713940	April 2, 2019
Emulate, Inc.	POD	87091062	July 1, 2016	Registered	5915165	November 19, 2019
Emulate, Inc.	CHIP-S1	88448690	May 28, 2019	Registered	5931576	December 10, 2019
Emulate, Inc.	ER-1	88457342	June 3, 2019	Registered	5931998	December 10, 2019
Emulate, Inc.	ER-2	88457392	June 3, 2019	Registered	5931999	December 10, 2019
Emulate, Inc.	ZOE (WITH UMLAUT OVER E)	87077000	June 20, 2016	Registered	5932331	December 10, 2019
Emulate, Inc.	CHIP S-1	88649917	October 10, 2019	Registered	6047510	May 5, 2020

Emulate, Inc.	S-1	87724837	December 18, 2017	Pending	N/A	N/A
Emulate, Inc.	ZOE-CM2	90112165	August 13, 2020	Pending	N/A	N/A