

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perceptive Credit Holdings, LP		08/23/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings III, LP		
Street Address:	51 ASTOR PLACE, 10TH FLOOR		
Internal Address:	C/O PERCEPTIVE ADVISORS LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4225986	PIPS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	72295-26		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	08/30/2021		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**, dated as of August 23, 2021 (this "**Assignment**"), by and between Perceptive Credit Holdings, LP, a Delaware limited partnership (the "**Original Collateral Agent**") and Perceptive Credit Holdings III, LP a Delaware limited partnership (the "**New Collateral Agent**").

W I T N E S S E T H

WHEREAS, PIPSTEK, LLC (the "**Pledgor**") has executed and delivered to the Original Collateral Agent that certain Trademark Security Agreement, dated as of June 23, 2017 and recorded with the U.S. Patent and Trademark Office on June 23, 2017 at Reel/Frame No. 006090/0834 (the "**Trademark Security Agreement**"), pursuant to which the Pledgor granted to the Original Collateral Agent and the Original Collateral Agent's successors and assigns, a first priority security interest in and to all of its right, title and interest in, under or by virtue of the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to that certain Assignment, Assumption and Amendment No. 5 to Credit Agreement and Guaranty, dated as of the date hereof (the "**Amendment**"), by and among, Sonendo, Inc., the Pledgor, the other Subsidiary Guarantors (as defined in the Amendment) party thereto, the Original Collateral Agent and the New Collateral Agent, the Original Collateral Agent has assigned to the New Collateral Agent all of its rights, title, interests and obligations in its capacity as the Collateral Agent under that certain Credit Agreement and Guaranty, dated as June 23, 2017 (as amended or otherwise modified from time to time, the "**Credit Agreement**"), and the other Loan Documents (as defined in the Credit Agreement) including the Trademark Security Agreement, and the New Collateral Agent has accepted such assignment; and

WHEREAS, the Original Collateral Agent and the New Collateral Agent wish to reflect the New Collateral Agent in the records of the U.S. Patent and Trademark Office with respect to the Trademark Collateral and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of the date hereof, the Original Collateral Agent hereby assigns, without recourse, representation or warranty of any kind, to the New Collateral Agent all of the Original Collateral Agent's right, title and interest in and to the Trademark Security Agreement including all of the Original Collateral Agent's right, title and interest in and to the items set forth on Schedule I.
2. From and after the date hereof, (a) the New Collateral Agent shall be a party to the Trademark Security Agreement and have the rights and obligations of the Original Collateral Agent thereunder and shall be bound by the provisions thereof, and (b) the Original Collateral Agent shall relinquish its rights and be released from its obligations under the Trademark Security Agreement.

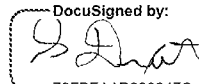
3. **THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**
4. This Assignment may be executed by one or more of the parties to this Assignment on any number of separate 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 Assignment by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.

PERCEPTIVE CREDIT HOLDINGS, LP

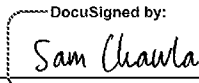
By: Perceptive Credit Opportunities GP, LLC, its
general partner

DocuSigned by:


By: _____
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Name: Sandeep Dixit

Title: Chief Credit Officer

DocuSigned by:


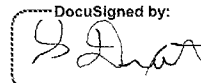
By: _____
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Name: Sam Chawla

Title: Portfolio Manager

PERCEPTIVE CREDIT HOLDINGS III, LP

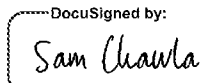
By: Perceptive Credit Opportunities GP, LLC, its
general partner

DocuSigned by:


By: _____
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Name: Sandeep Dixit

Title: Chief Credit Officer

DocuSigned by:


By: _____
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Name: Sam Chawla

Title: Portfolio Manager

SCHEDULE I

Trademark Registrations and Applications

Mark/Application	Serial/ Registration Number	Filing/ Registration Date	Owner	Filing Location
PIPS	4225986	10/16/2012	Pipstek, LLC	US
PIPSLASE	86/961358	04/01/2016	Pipstek, LLC	US
PIPSTEK	86/961394	04/01/2016	Pipstek, LLC	US