

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678323

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|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MIXLAB, INC. | | 09/27/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | ONE EAST WASHINGTON STREET | | |
| Internal Address: | SUITE 1400 | | |
| City: | PHOENIX | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85004 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5838231 | MIXLAB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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: | 4048853868 | | |
| Email: | rusty.close@troutman.com | | |
| Correspondent Name: | CHRISTOPHER CLOSE | | |
| Address Line 1: | TROUTMAN PEPPER LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE, SUITE 3000 | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 248435.000080 | | |
| NAME OF SUBMITTER: | Christopher C Close, Jr. | | |
| SIGNATURE: | /Christopher C. Close Jr./ | | |
| DATE SIGNED: | 10/01/2021 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2021, (the "Agreement") by and among WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") MIXLAB, INC., a Delaware corporation, and MIXLAB SERVICES, LLC, a Delaware limited liability company (individually and collectively, "Grantor") is made with reference to the Loan and Security Agreement, dated as of September 27, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon the earlier of (A) submission and acceptance by the United States Patent & Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor

provision), or (B) the issuance of a registration therefor, such intent-to-use trademark application shall be considered Intellectual Property Collateral; provided that upon the termination, lapsing or expiration of any such prohibition, such property shall automatically be subject to the security interest granted in favor of Secured Party hereunder and become part of the "Intellectual Property Collateral"; provided, further, any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment shall be part of the "Intellectual Property Collateral" so long as such cash proceeds and/or noncash proceeds are not otherwise excluded from the definition of "Intellectual Property Collateral" pursuant to the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MIXLAB, INC., a Delaware corporation

DocuSigned by:
By Frederic Dijols
A6E9771B45894A4...

Name: Frederic Dijols

Title: Chief Executive Officer

MIXLAB SERVICES, LLC, a Delaware limited liability company

DocuSigned by:
By Frederic Dijols
A6F9771B45894A4...

Name: Frederic Dijols

Title: Chief Executive Officer

Address for Notices:

Attn: Frederic Dijols, CEO
336 West 37th Street, Suite 850
New York, NY 10018
Tel: (650) 862-6748
Email: fred@mixlabrx.com

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

DocuSigned by:
By Darren Gastrock
51C41B5F7A10493...

Name: Darren Gastrock

Title: Director

Address for Notices:

Attn: Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
ATTN: Legal Department
Email – LegalDepartment@westernalliancebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre-registered?</u> |
|----------------------|---------------|---|---------------------------------|---------------------|------------------------|
| N/A | | | | | |

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| <u>Mark / Title:</u> | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>Filing Date:</u> |
|----------------------|----------------------------|----------------------------------|---------------------|
| MIXLAB | 88206859 | 5838231 | November 27, 2018 |

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

| <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published?</u> | <u>Issue Date:</u> |
|---------------|-----------------------|-----------------------------------|---------------------------------|--------------------|
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