

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Sprig Pediatrics, Inc.		12/23/2021	Corporation:
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97069084	CHANGING THE WORLD FOR CHILDREN WITH AUT	
Serial Number:	97069081		
Serial Number:	97069080	BLUESPRIG	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	2127159100		
Email:	dtorniali@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	071016-00048		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	12/28/2021		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 23, 2021, is made by Blue Sprig Pediatrics, Inc., a Delaware corporation (the "Grantor"), in favor of HERCULES CAPITAL, INC., a Maryland corporation, as Agent ("Agent")

WITNESSETH:

WHEREAS, to induce Agent and Lenders to extend credit to, or for the benefit of, each Pledgor, and each other Person joined to the Loan Agreement (as defined below) as a Lender from time to time pursuant to that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, the other guarantors from time to time party thereto, the Agent and the Lenders, Grantor executes and delivers this Agreement to Agent to reaffirm security for the Secured Obligations. All capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to such terms in the Loan Agreement.

WHEREAS, pursuant to such Loan Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets (other than the Excluded Property), including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered trademarks and all of Grantor's filed trademark applications, all whether now owned or hereafter acquired, except for any trademark application filed on an "intent-to-use" basis until the earlier of the filing of a statement of use with respect thereto or the issuance of a registration therefor (collectively, the "Registered Trademarks"); and

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any other Loan Documents, to secure the prompt and complete payment when due (whether on prepayment dates or otherwise) of all the Secured Obligations to Agent, Grantor hereby grants to Agent, a security interest in on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter acquired (the "Trademark Collateral"):

(a) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such registered trademark and trademark application covered by (a) above; and

(c) all Proceeds of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of the foregoing.

The Trademark Collateral shall not include any Excluded Property.

Section 2. Loan Agreement. The security interest reaffirmed pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Trademark Collateral reaffirmed hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 6. Governing Law. This Agreement, shall be governed by and construed and enforced in accordance with the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first set forth above.

BLUE SPRIG PEDIATRICS, INC.

By: Lance Carlson
Name: Lance Carlson
Title: Chief Accounting Officer

HERCULES CAPITAL, INC., as Agent

By: Zhuo Huang
Name: Zhuo Huang
Title: Associate General Counsel