

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pendulum Therapeutics, Inc.		12/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Capital Inc.		
Street Address:	1 North 1st Street, Floor 3		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88085484	LIVE SYNBIOTICS	
Serial Number:	88500316	PENDULUM	
Registration Number:	6015400	PENDULUM	
Serial Number:	88565273	PENDULUM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	602-852-5500		
Email:	uspto@hoolcourylaw.com		
Correspondent Name:	Michael D. Hool		
Address Line 1:	2398 E. Camelback Rd., Suite 1020		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Michael D. Hool		
SIGNATURE:	/Michael D. Hool/		
DATE SIGNED:	01/17/2022		
Total Attachments: 16			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of December 31, 2021, is made by PENDULUM THERAPEUTICS, INC., a Delaware corporation (the “Grantor”), in favor of TRINITY CAPITAL INC., a Maryland corporation (“Secured Party”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Secured Party (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party for its benefit a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party for its benefit 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, re-examination certificates, utility models, 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, 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 Secured Party.

Grantor hereby authorizes Secured Party 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.

3. 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 Secured Party 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Secured Party's express prior written consent, and any such attempted assignment shall be void and of no effect. Secured Party may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Secured Party's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Secured Party in the State of Arizona, and shall have been accepted by Secured Party in the State of Arizona. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS.]

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:

PENDULUM INC., a Delaware corporation

DocuSigned by:
Colleen Cutcliffe
By: _____
Name: Colleen Cutcliffe
Title: Chief Executive Officer

933 20th Street
San Francisco, California 94107
Phone: 812-320-8341

Federal Tax ID Number: 46-1667933

SECURED PARTY:

TRINITY CAPITAL INC., a Maryland corporation

DocuSigned by:
Sarah Stanton
By: _____
Name: Sarah Stanton
Title: General Counsel and Secretary

1 North 1st Street, Floor 3
Phoenix, AZ 85004
Phone: (480) 374-5350

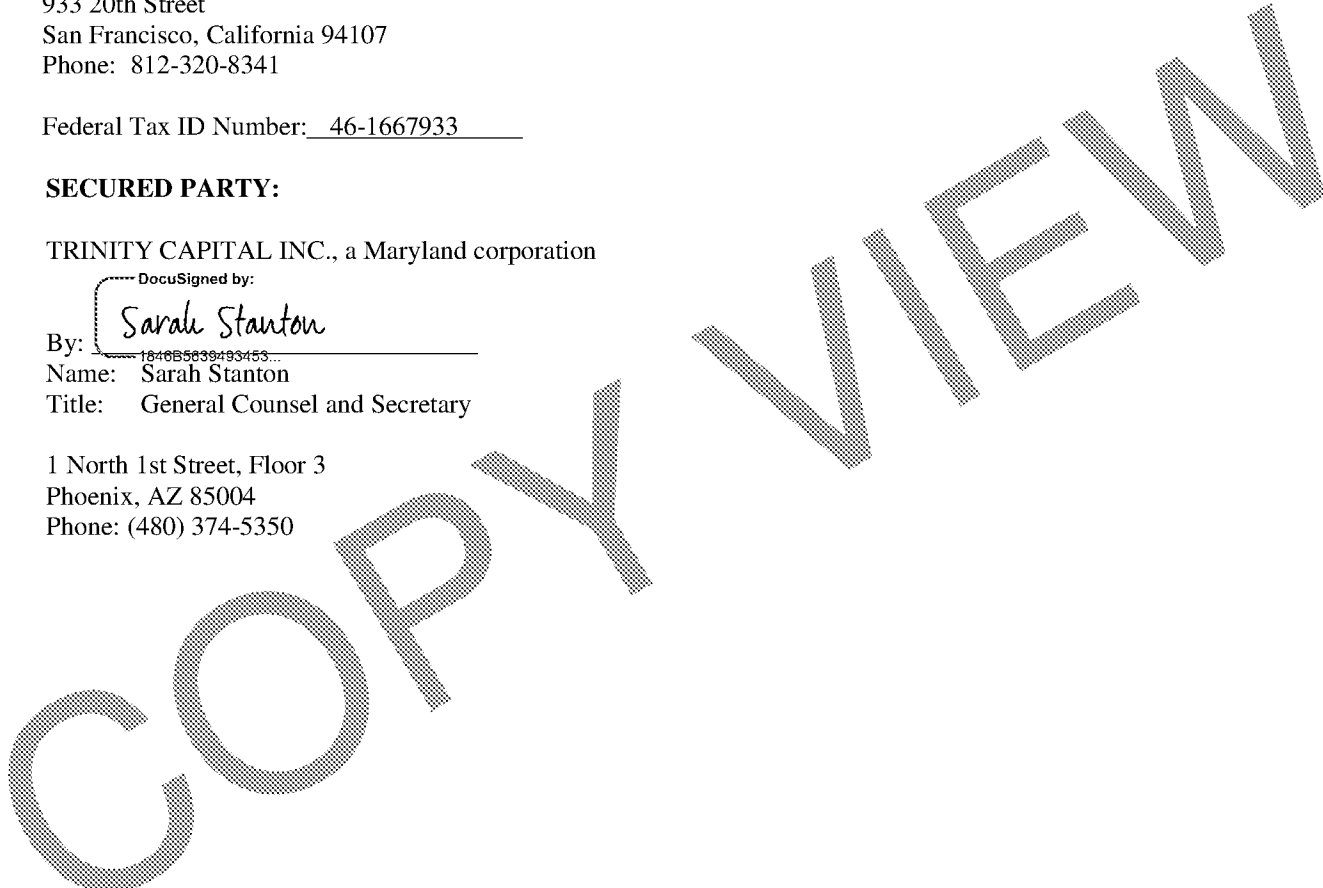


EXHIBIT A

COPYRIGHTS

Description

Registration Number

Registration Date

None

COPY VIEW

EXHIBIT B

PATENTS

(Attached)

COPY VIEW

Intellectual Property - Patents
Confidential

WSGR Ref. No.	Country	Application Number	Filing Date	Patent Number	Issue Date	Title
46790-701.301	United States of America	16/816,990	3/12/2020			METHODS AND SYSTEMS FOR MICROBIOME CHARACTERIZATION, MONITORING AND TREATMENT
46790-701.761	Japan	2016-529820	7/21/2014	6637885	12/27/2019	METHODS AND SYSTEMS FOR MICROBIOME CHARACTERIZATION, MONITORING AND TREATMENT
46790-701.831	United States of America	14/437,133	4/20/2015	10,633,714	4/28/2020	METHODS AND SYSTEMS FOR MICROBIOME CHARACTERIZATION, MONITORING AND TREATMENT
46790-702.301	United States of America	15/139,097	4/26/2016	9,486,487	11/8/2016	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.302	United States of America	15/271,673	9/21/2016	10,668,116	6/2/2020	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.303	United States of America	16/159,532	10/12/2018	10,842,830	11/24/2020	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.306	United States of America	16/159,536	10/12/2018	10,675,312	6/9/2020	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.307	United States of America	16/159,537	10/12/2018	10,842,831	11/24/2020	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT

Ref. No.	Country	Number	Date	Patent Number	Issue Date	Title
						AND DIAGNOSIS OF DISORDERS
46790-702.308	United States of America	16/830,972	3/26/2020			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.309	United States of America	16/830,995	3/26/2020			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.310	United States of America	16/935,841	7/22/2020			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.311	United States of America	17/411,983	8/25/2021			(BRACK ONE) METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.611	European Patent Convention	15853671.4	10/30/2015			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.641	United Kingdom	17/27848.6	10/30/2015	2551642	9/23/2020	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.701	Canada	2,964,480	10/30/2015			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.711	China (People's Republic)	201580072383.6	10/30/2015			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-702.761	Japan	2017-542813	10/30/2015	6868562	4/14/2021	METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT

Ref. No.	Country	Number	Date	Patent Number	Issue Date	Title
						AND DIAGNOSIS OF DISORDERS
46790-702.8211	Singapore	10201903823Q	10/30/2015			METHODS AND COMPOSITIONS RELATING TO MICROBIAL TREATMENT AND DIAGNOSIS OF DISORDERS
46790-707.301	United States of America	16/804,285	2/28/2020			METHODS AND COMPOSITIONS FOR TREATMENT OF MICROBIOME-ASSOCIATED DISORDERS
46790-707.611	European Patent Convention	18850315.5	8/30/2018			METHODS AND COMPOSITIONS FOR TREATMENT OF MICROBIOME ASSOCIATED DISORDERS
46790-707.681	Australia	2018326705	8/30/2018			METHODS AND COMPOSITIONS FOR TREATMENT OF MICROBIOME ASSOCIATED DISORDERS
46790-707.701	Canada	3,073,838	8/30/2018			METHODS AND COMPOSITIONS FOR TREATMENT OF MICROBIOME ASSOCIATED DISORDERS
46790-707.711	China (People's Republic)	201880971402.7	8/30/2018			METHODS AND COMPOSITIONS FOR TREATMENT OF MICROBIOME ASSOCIATED DISORDERS
46790-707.761	Japan	2020-11880	8/30/2018			METHODS AND COMPOSITIONS FOR TREATMENT OF MICROBIOME ASSOCIATED DISORDERS
46790-740.601	United States of America	PCT/US2020/033870	5/20/2020			METHODS AND COMPOSITIONS FOR TREATING LIVER DISORDERS
46790-741.601	United States of America	PCT/US2020/066095	12/18/2020			METHODS AND COMPOSITIONS COMPRISING A BACTERIA WITH INCREASED VIABILITY AND FASTER REVIVABILITY
46790-742.101	United States of America	62/953,005	12/23/2019			COMPOSITIONS COMPRISING MICROBES AND METHODS OF USE AND

Ref. No.	Country	Number	Date	Patent Number	Issue Date	Title
						MAKING THEREOF
46790-742.601	Patent Cooperation Treaty	PCT/US2020/066634	12/22/2020			COMPOSITIONS COMPRISING MICROBES AND METHODS OF USE AND MAKING THEREOF
46790-743.101	United States of America	63/212,794	6/21/2021			COMPOSITIONS COMPRISING MICROBES AND METHODS OF USE AND MAKING THEREOF
46790-720.7111	United States of America	201810321009.0	2/28/2013			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.7112	China (People's Republic)	201910088168.5	2/28/2013			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.741	India	IN7752/DELNP/2014	2/28/2013			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-726.201	United States of America	15/945,705	4/4/2018			METHODS AND COMPOSITIONS FOR DETERMINING METABOLIC MAPS
46790-732.301	United States of America	17/150,381	1/15/2021			METHODS AND COMPOSITIONS FOR MICROBIAL ENGRAFTMENT
46790-732.311	European Patent Convention	1983/047.7	7/19/2019			METHODS AND COMPOSITIONS FOR MICROBIAL ENGRAFTMENT
46790-732.681	Australia	2019306649	7/19/2019			METHODS AND COMPOSITIONS FOR MICROBIAL ENGRAFTMENT
46790-732.701	Canada	3,106,315	7/19/2019			METHODS AND COMPOSITIONS FOR MICROBIAL ENGRAFTMENT
46790-732.711	China	201980061790.5	7/19/2019			METHODS AND COMPOSITIONS FOR MICROBIAL ENGRAFTMENT
46790-732.761	Japan	2021-502898	7/19/2019			METHODS AND COMPOSITIONS FOR MICROBIAL ENGRAFTMENT

Ref. No.	Country	Number	Date	Patent Number	Issue Date	Title
46790-734.301	United States of America					METHODS AND COMPOSITIONS FOR MICROBIOME-ASSOCIATED DISORDERS
46790-734.611	European Patent Convention	19867555.5	9/24/2019			MICROBIAL COMPOSITIONS AND METHODS OF USE
46790-734.641	United Kingdom	2105087.7	9/24/2019			MICROBIAL COMPOSITIONS AND METHODS OF USE
46790-734.681	Australia	2019349678	9/24/2019			MICROBIAL COMPOSITIONS AND METHODS OF USE
46790-734.701	Canada	3,113,684	9/24/2019			MICROBIAL COMPOSITIONS AND METHODS OF USE
46790-739.601	Patent Cooperation Treaty	PCT/US2020/029110	4/21/2020			MICROBIAL COMPOSITIONS AND METHODS FOR GREATER TOLERABILITY AND PROLONGED SHELF LIFE
46790-740.601	Patent Cooperation Treaty	PCT/US2020/033870	5/20/2020			METHODS AND COMPOSITIONS FOR TREATING LIVER DISORDERS
46790-720.401	United States of America	14/862,667	9/23/2018	10149867	12/11/2018	COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.402	United States of America	16/830,801	3/26/2020			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.403	United States of America	16/830,881	3/26/2020			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.611	European Patent Convention	13754666.9	2/28/2013			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.691	Brazil	BR112014021388-7	2/28/2013			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.711	China (People's Republic)	201380022545.6	2/28/2013			COMPOSITIONS OF MICROBIOTA AND METHODS

Ref. No.	Country	Number	Date	Patent Number	Issue Date	Title
						RELATED THERETO
46790-720.303	United States of America	16/669,143	10/30/2019			(TRACK ONE) COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.304	United States of America	16/670,659	10/31/2019			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.305	United States of America	16/670,685	10/31/2019			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.306	United States of America	16/670,695	10/31/2019			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.307	United States of America	16/670,705	10/31/2019			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.201	United States of America	13/780,284	2/28/2013	9,173,910	1/3/2015	COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.301	United States of America	15/698,965	9/8/2017	10,149,870	12/11/2018	COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO
46790-720.302	United States of America	16/159,021	10/12/2018			COMPOSITIONS OF MICROBIOTA AND METHODS RELATED THERETO

EXHIBIT C

TRADEMARKS

(Attached)

COPY VIEW

Wednesday, December 15, 2021

Trademark List by Name

by the undersigned customer

Page 1 of 3

Trademark	Docket Number/ SubCase Country Name	Status Class(es)	Application Number/ Date	Registration Number/ Date
BIOME BUILDER	122785.01.4020 Canada	Pending 05 Int.	1913658 07-Aug-2018	
BIOME BUILDER	122785.01.4021 European Union (Community)	Registered 05 Int.	017941553 10-Aug-2018	017941553 25-Dec-2018
BIOME BUILDER	122785.01.4021 United Kingdom	Registered 05 Int.	UK00917941553 10-Aug-2018	UK00917941553 25-Dec-2018
BIOME BUILDER	122785.01.4022 Mexico	Registered 05 Int.	2084659 06-Aug-2018	1913690 25-Oct-2018
LIVE SYNBIOTICS	122785.01.2030 United States of America	Registered 05 Int.	88085484 20-Aug-2018	5992794 18-Feb-2020
PENDULUM	122785.01.2040 United States of America	Allowed 01 Int.	88505216 03-Jul-2019	
PENDULUM	122785.01.2040.0 United States of America	Registered 05 Int., 44 Int.	88976792 03-Jul-2019	6015400 17-Mar-2020
PENDULUM	122785.01.2050 United States of America	Allowed 05 Int.	88565273 02-Aug-2019	
PENDULUM	122785.01.4040 Australia	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Canada	Published 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	
PENDULUM	122785.01.4040 China (People's Republic)	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 European Union (Community)	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 India	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019

Wednesday, December 15, 2021

Trademark List by Name

by the undersigned customer

Page 2 of 3

Trademark	Docket Number/ SubCase Country Name	Status Class(es)	Application Number/ Date	Registration Number/ Date
PENDULUM	122785.01.4040 Int'l Registration - Madrid Protocol Only	Registered 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Israel	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Japan	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Korea, Republic of	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Mexico	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 New Zealand	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Norway	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Russian Federation	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Singapore	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Switzerland	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 Turkey	Protected 01 Int., 05 Int., 44 Int.	1495949 12-Aug-2019	1495949 12-Aug-2019
PENDULUM	122785.01.4040 United Kingdom	Registered 01 Int., 05 Int., 44 Int.	UK00801495949 12-Aug-2019	UK00801495949 12-Aug-2019
PENDULUM	122785.01.4041 Hong Kong	Registered 01 Int., 05 Int., 44 Int.	305027003 15-Aug-2019	305027003 15-Aug-2019

Trademark	Docket Number/ SubCase Country Name	Status Class(es)	Application Number/ Date	Registration Number/ Date
PENDULUM	122785.01.4042 Taiwan	Registered 01 Int., 05 Int., 44 Int.	108058005 03-Sep-2019	02067230 16-Jun-2020
PENDULUM	122785.01.4043 Chile	Registered 01 Int., 05 Int., 44 Int.	1337361 26-Sep-2019	1328072 01-Sep-2020
PENDULUM	122785.01.4044 Brazil	Registered 01 Int.	918045738 23-Aug-2019	918045738 14-Apr-2020
PENDULUM	122785.01.4045 Brazil	Registered 05 Int.	918046629 23-Aug-2019	918046629 14-Apr-2020
PENDULUM	122785.01.4046 Brazil	Registered 44 Int.	918046815 23-Aug-2019	918046815 14-Apr-2020
PENDULUM	122785.01.4047 Peru	Registered 01 Int., 05 Int., 44 Int.	8169511 03-Sep-2019	25636 06-Dec-2019

EXHIBIT D

MASK WORKS

NONE

COPY VIEW