

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synthego Corporation		01/24/2022	Corporation: 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: 6			
Property Type	Number	Word Mark	
Registration Number:	5171152	CRISPREVOLUTION	
Registration Number:	5171178	SYNTHEGO	
Registration Number:	6360159	SYNTHEGO	
Registration Number:	6360160	SYNTHEGO	
Registration Number:	6360155		
Registration Number:	6522503	WORLD CRISPR DAY	
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:	4152687810		
Email:	hcheng@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:	72295-56		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		

CH \$165.00 5171152

DATE SIGNED:	01/24/2022
---------------------	------------

Total Attachments: 14

- source=Synthego - Trademark Security Agreement#page1.tif
- source=Synthego - Trademark Security Agreement#page2.tif
- source=Synthego - Trademark Security Agreement#page3.tif
- source=Synthego - Trademark Security Agreement#page4.tif
- source=Synthego - Trademark Security Agreement#page5.tif
- source=Synthego - Trademark Security Agreement#page6.tif
- source=Synthego - Trademark Security Agreement#page7.tif
- source=Synthego - Trademark Security Agreement#page8.tif
- source=Synthego - Trademark Security Agreement#page9.tif
- source=Synthego - Trademark Security Agreement#page10.tif
- source=Synthego - Trademark Security Agreement#page11.tif
- source=Synthego - Trademark Security Agreement#page12.tif
- source=Synthego - Trademark Security Agreement#page13.tif
- source=Synthego - Trademark Security Agreement#page14.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2022 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as, January 24, 2022 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) 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 such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement 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 Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

SYNTHEGO CORPORATION

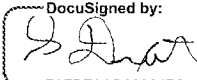
By: 
Name: Paul Dabrowski
Title: CEO

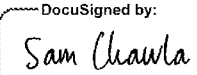
Address: 3565 Haven Avenue, Suite 1,
Menlo Park, CA 94025

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS III, LP, as the Administrative Agent

By: **PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC**, its general partner

By  _____
Name: Sandeep Dixit
Title: Chief Credit Officer

By  _____
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings III, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and
PCOFReporting@perceptivelife.com

TRADEMARKS
Trademark Registrations and Applications

(all held by Synthego Corporation)

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
Australia		1346968	Feb 24, 2017	Sep 21, 2017	CRISPREVOLUTION	Registered
Canada	1,824,484		Feb 24, 2017		CRISPRevolution	Pending
China		1346968	Feb 24, 2017	Oct 11, 2018	CRISPREVOLUTION	Registered
European Union		1346968	Feb 24, 2017	Nov 3, 2017	CRISPREVOLUTION	Registered
India		1346968	Feb 24, 2017	Jul 29, 2019	CRISPREVOLUTION	Registered
International Bureau (WIPO)		1 346 968	Feb 24, 2017	Feb 24, 2017	CRISPREVOLUTION	Registered
Israel		1346968	Feb 24, 2017	Nov 4, 2018	CRISPREVOLUTION	Registered
Japan		1346968	Feb 24, 2017	May 24, 2018	CRISPREVOLUTION	Registered

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
Republic of Korea		1346968	Feb 24, 2017	Nov 13, 2018	CRISPREVOLUTION	Registered
Russian Federation		1346968	Feb 24, 2017	Oct 2, 2018	CRISPREVOLUTION	Registered
Singapore		1346968	Feb 24, 2017	Mar 28, 2018	CRISPREVOLUTION	Registered
Switzerland		1346968	Feb 24, 2017	Nov 12, 2018	CRISPREVOLUTION	Registered
United States of America		5171152	Aug 24, 2016	Mar 28, 2017	CRISPREVOLUTION	Registered
Australia		1346203	Feb 24, 2017	Sep 14, 2017	SYNTHEGO	Registered
Australia		1573167	Dec 15, 2020	Apr 27, 2021	SYNTHEGO	Registered
Canada	1,824,485		Feb 24, 2017		SYNTHEGO	Pending
Canada	2082202		Dec 15, 2020		SYNTHEGO	Pending
China	1573167		Dec 15, 2020		SYNTHEGO	Pending

ny-2306114

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
China		1346203	Feb 24, 2017	Apr 20, 2018	SYNTHEGO	Registered
European Union		1346203	Feb 24, 2017	Oct 27, 2017	SYNTHEGO	Registered
European Union		1573167	Dec 15, 2020	Jun 23, 2021	SYNTHEGO	Registered
India	1573167		Dec 15, 2020		SYNTHEGO	Pending
India		3564478	Feb 24, 2017	Sep 26, 2018	SYNTHEGO	Registered
International Bureau (WIPO)		1 346 203	Feb 24, 2017	Feb 24, 2017	SYNTHEGO	Registered
International Bureau (WIPO)		1573167	Dec 15, 2020	Dec 15, 2020	SYNTHEGO	Registered
Israel		1573167	Dec 15, 2020	Sep 2, 2021	SYNTHEGO	Registered
Israel		1346203	Feb 24, 2017	Jul 3, 2018	SYNTHEGO	Registered
Japan	1573167		Dec 15, 2020		SYNTHEGO	Pending

ny-2306114

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
Japan		1346203	Feb 24, 2017	Feb 1, 2019	SYNTHEGO	Registered
Norway	1573167		Dec 15, 2020		SYNTHEGO	Pending
Norway		1346203	Feb 24, 2017	Jan 19, 2018	SYNTHEGO	Registered
Republic of Korea	1573167		Dec 15, 2020		SYNTHEGO	Pending
Republic of Korea		1346203	Feb 24, 2017	Dec 10, 2018	SYNTHEGO	Registered
Russian Federation	1573167		Dec 15, 2020		SYNTHEGO	Pending
Russian Federation		1346203	Feb 24, 2017	Jan 23, 2018	SYNTHEGO	Registered
Singapore	40202102 960T		Dec 15, 2020		SYNTHEGO	Pending
Singapore		1346203	Feb 24, 2017	Nov 8, 2018	SYNTHEGO	Registered
Switzerland	1573167		Dec 15, 2020		SYNTHEGO	Pending

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
Switzerland		1346203	Feb 24, 2017	Feb 21, 2018	SYNTHEGO	Registered
United Kingdom		1573167	Dec 15, 2020	Jun 8, 2021	SYNTHEGO	Registered
United States of America		5171178	Aug 24, 2016	Mar 28, 2017	SYNTHEGO	Registered
United States of America		6360159	Jul 22, 2020	May 25, 2021	SYNTHEGO	Registered
Australia		2180087	Dec 15, 2020	Oct 5, 2021	SYNTHEGO & Design	Registered
Canada	2108166		Dec 15, 2020		SYNTHEGO & Design	Pending
China	1591959		Dec 15, 2020		SYNTHEGO & Design	Pending
European Union		1591959	Dec 15, 2020	Oct 13, 2021	SYNTHEGO & Design	Registered
India	1591959		Dec 15, 2020		SYNTHEGO & Design	Pending

ny-2306114

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
International Bureau (WIPO)		1591959	Dec 15, 2020	Dec 15, 2020	SYNTHEGO & Design	Registered
Israel	339548		Dec 15, 2020		SYNTHEGO & Design	Pending
Japan	20213569 62		Dec 15, 2020		SYNTHEGO & Design	Pending
Norway	1591959		Dec 15, 2020		SYNTHEGO & Design	Pending
Republic of Korea	1591959		Dec 15, 2020		SYNTHEGO & Design	Pending
Russian Federation	1591959		Dec 15, 2020		SYNTHEGO & Design	Pending
Singapore	40202111 876X		Dec 15, 2020		SYNTHEGO & Design	Pending
Switzerland	1591959		Dec 15, 2020		SYNTHEGO & Design	Pending
United Kingdom		1591959	Dec 15, 2020	Sep 29, 2021	SYNTHEGO & Design	Registered

ny-2306114

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
United States of America		6360160	Jul 22, 2020	May 25, 2021	SYNTHEGO & Design	Registered
Australia		1581794	Dec 15, 2020	Jun 8, 2021	SYNTHEGO Design (Black Stripes)	Registered
Canada	2092650		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending
China		1581794	Dec 15, 2020	Jul 8, 2021	SYNTHEGO Design (Black Stripes)	Registered
European Union		1581794	Dec 15, 2020	Aug 10, 2021	SYNTHEGO Design (Black Stripes)	Registered
India	1581794		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending
International Bureau (WIPO)		1581794	Dec 15, 2020	Dec 15, 2020	SYNTHEGO Design (Black Stripes)	Registered
Israel		1581794	Dec 15, 2020	Nov 2, 2021	SYNTHEGO Design (Black Stripes)	Registered
Japan	1581794		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
Norway	1581794		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending
Republic of Korea	1581794		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending
Russian Federation		1581794	Dec 15, 2020	Jun 24, 2021	SYNTHEGO Design (Black Stripes)	Registered
Singapore	1581794		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending
Switzerland	1581794		Dec 15, 2020		SYNTHEGO Design (Black Stripes)	Pending
United Kingdom		1581794	Dec 15, 2020	Jul 29, 2021	SYNTHEGO Design (Black Stripes)	Registered
United States of America		6360155	Jul 22, 2020	May 25, 2021	SYNTHEGO Design (Black Stripes)	Registered
United States of America		6522503	Jan 29, 2021	Oct 12, 2021	WORLD CRISPR DAY	Registered
Australia	2207288		Jun 30, 2021		WORLD CRISPR DAY	Pending
Canada	2131066		Jun 30, 2021		WORLD CRISPR DAY	Pending

ny-2306114

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
China	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
European Union	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
India	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
International Bureau (WIPO)		1610977	Jun 30, 2021	Jun 30, 2021	WORLD CRISPR DAY	Registered
Israel	343128		Jun 30, 2021		WORLD CRISPR DAY	Pending
Japan	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
Norway	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
Republic of Korea	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
Russian Federation	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending

ny-2306114

COUNTRY	APPLN. NO.	REG. NO.	DATE FILED	REG. DATE	MARK	STATUS
Singapore	40202121 189W		Jun 30, 2021		WORLD CRISPR DAY	Pending
Switzerland	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending
United Kingdom	1610977		Jun 30, 2021		WORLD CRISPR DAY	Pending

ny-2306114