

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Within3, Inc.		06/03/2022	Corporation: DELAWARE
rMark Bio, Inc.		06/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5953115	WITHIN3	
Registration Number:	4128022	INVISIBLE COLLEGE	
Registration Number:	5698596	VOKOL	
Serial Number:	97032931	WITHIN3 SELECT	
Serial Number:	97033298	WITHIN3 CONNECT	
Serial Number:	97032776	WITHIN3 DISCOVER	
Serial Number:	97032701	WITHIN3 EXPERTID	
Serial Number:	97032941	SOLVING THE LIFE SCIENCE INSIGHT GAP	
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:	212.318.6000		
Email:	yoosonlee@paulhastings.com		
Correspondent Name:	Yooson Sandy Lee		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		

OP \$215.00 5953115

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	06/03/2022
Total Attachments: 5 source=Monroe-Within3 - Trademark Security Agreement (Executed)(163068027_1)#page1.tif source=Monroe-Within3 - Trademark Security Agreement (Executed)(163068027_1)#page2.tif source=Monroe-Within3 - Trademark Security Agreement (Executed)(163068027_1)#page3.tif source=Monroe-Within3 - Trademark Security Agreement (Executed)(163068027_1)#page4.tif source=Monroe-Within3 - Trademark Security Agreement (Executed)(163068027_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2022 (this “Agreement”), by and among the Grantors listed on the signature pages hereof hereto (collectively, jointly and severally, the “Grantors” and each individually, a “Grantor”), and Monroe Capital Management Advisors, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of June 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Whistler Parent Holdings II, Inc., a Delaware corporation (“Holdings”), Whistler Parent Holdings III, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and Monroe Capital Management Advisors, LLC, as Administrative Agent and Collateral Agent, and (b) the Collateral Agreement, dated as of June 3, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans, and the Issuing Banks to issue Letters of Credit, pursuant to the terms of the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of each Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

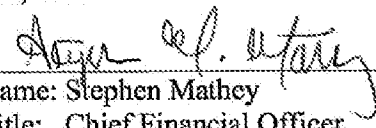
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York without giving effect to any choice or conflict of law provision or other rules that would cause the application of the laws of any other jurisdiction.

[Remainder of Page Intentionally Left Blank]

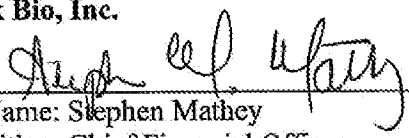
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

GRANTORS:

Within3, Inc.


By: 
Name: Stephen Mathey
Title: Chief Financial Officer

rMark Bio, Inc.

By: 
Name: Stephen Mathey
Title: Chief Financial Officer

Accepted and Agreed to:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent**

By:  _____
Name: Gerry Burrows
Title: Managing Director

Schedule I

Trademark Registrations:

Mark	Reg. Date	Reg. No.	Owner
WITHIN3	01-07-2020	5953115	Within3, Inc.
INVISIBLE COLLEGE	04-17-2012	4128022	Within3, Inc.
VOKOL	03/12/2019	5698596	rMark Bio, Inc.

Trademark Applications:

Mark	App. Date	App. No.	Owner
WITHIN3 SELECT	09-17-2021	97/032,931	Within3, Inc.
WITHIN3 CONNECT	09-17-2021	97/033,298	Within3, Inc.
WITHIN3 DISCOVER	09-17-2021	97/032,776	Within3, Inc.
WITHIN3 EXPERT ID	09-17-2021	97/032,701	Within3, Inc.
SOLVING THE LIFE SCIENCE INSIGHT GAP	09-17-2021	97/032,941	Within3, Inc.