

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740859

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's zip code previously recorded on Reel 007691 Frame 0343. Assignor(s) hereby confirms the grant of security interest..
RESUBMIT DOCUMENT ID:	900692049

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viome Life Sciences, Inc.		04/11/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	EASTWARD FUND MANAGEMENT, LLC
Street Address:	432 CHERRY STREET
City:	WEST NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02465
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	6668736	WAAS
Registration Number:	5460201	VIOME
Registration Number:	5460202	VIOME
Registration Number:	5955956	GUT INTELLIGENCE
Registration Number:	5705567	GUT INTELLIGENCE
Registration Number:	5687682	METABOLIC INTELLIGENCE
Registration Number:	6241942	HEALTH INTELLIGENCE
Registration Number:	4704674	HABITSNACKS
Registration Number:	5282058	HABIT FOOD, PERSONALIZED
Registration Number:	5277283	HABIT FOOD, PERSONALIZED
Registration Number:	5267032	HABIT FOOD, PERSONALIZED
Registration Number:	5297395	H
Registration Number:	5302450	HABIT FOOD, PERSONALIZED
Registration Number:	5302451	EVERY BODY TELLS A STORY WHAT'S YOURS?
Registration Number:	5449271	THE HABIT CHALLENGE SHAKE
Registration Number:	5292995	FIND WHAT FEEDS YOU
Serial Number:	87234026	WELLNESS AS A SERVICE

Property Type	Number	Word Mark
Serial Number:	87983812	WELLNESS AS A SERVICE
Serial Number:	90124308	PRECISION SUPPLEMENTS
Serial Number:	90124260	JUST WHAT YOU NEED, NOTHING THAT YOU DON
Serial Number:	90124210	VIOME PRECISION SUPPLEMENTS
Serial Number:	90349711	VIOME PRECISION PROBIOTICS + PREBIOTICS
Serial Number:	97173919	CANCERDETECT
Serial Number:	97173921	VIOME CANCERDETECT
Serial Number:	97167904	FULL BODY INTELLIGENCE
Serial Number:	97336804	YOU, DECODED
Serial Number:	97336822	IMAGINE A WORLD WHERE ILLNESS IS OPTIONA

CORRESPONDENCE DATA

Fax Number: 2028427899

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.

Phone: 202-776-2046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER: 318251-102

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 07/13/2022

Total Attachments: 15

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viome Life Sciences, Inc.		04/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EASTWARD FUND MANAGEMENT, LLC		
Street Address:	432 CHERRY STREET		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	98004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	6668736	WAAS	
Registration Number:	5460201	VIOME	
Registration Number:	5460202	VIOME	
Registration Number:	5955956	GUT INTELLIGENCE	
Registration Number:	5705567	GUT INTELLIGENCE	
Registration Number:	5687682	METABOLIC INTELLIGENCE	
Registration Number:	6241942	HEALTH INTELLIGENCE	
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Registration Number:	5292995	FIND WHAT FEEDS YOU	
Serial Number:	87234026	WELLNESS AS A SERVICE	
Serial Number:	87983812	WELLNESS AS A SERVICE	
Serial Number:	90124308	PRECISION SUPPLEMENTS	

CH \$690.00 6668736

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) dated as of April 11, 2022 by and between Eastward Fund Management, LLC, a Delaware limited liability company with an address at 432 Cherry St., West Newton, MA 02465 (“Lender”) and Viome Life Sciences, Inc., a Delaware corporation with an address at 205 108th Avenue NE, Suite 150, Bellevue, WA 98004 (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender 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 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, 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;

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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.

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(a) Any and all 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, 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 and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of 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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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.

4. 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 Lender 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or 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:

VIOME LIFE SCIENCES, INC.

DocuSigned by:

Naveen Jain

By: Naveen Jain

Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC

DocuSigned by:

Dennis P. Cameron

By: Dennis Cameron

Title: Chief Executive Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Unregistered copyrights in all creative works authored by or otherwise assigned to Grantor.	n/a	n/a

EXHIBIT B

Patents

Title	Country	ApplicationNum	FilingDate	PublicationNum	PublicationDate	Status
METHODS FOR NUCLEIC ACID LIBRARY CREATION	United States	62/596,795	12/9/2017			Expired
	WIPO	PCT/US18/64638	12/8/2018	WO2019/113563	6/13/2019	Expired
	United States	15/733,182	6/4/20	2021-0371853	12/2/2021	Published
METHODS OF PREPARING NUCLEIC ACID LIBRARIES	United States	62/586,649	11/15/2017			Expired
	WIPO	PCT/US18/61130	11/14/2018	WO 2019/099574	5/23/2019	Expired
	United States	16/191,337	11/14/2018	20190153438	5/23/2019	Published
	United States	17/705,115	3/25/2022			Pending
METHODS AND COMPOSITIONS FOR PREPARING POLYNUCLEOTIDE LIBRARIES	United States	62/652,613	4/4/2018			Expired
SYSTEMS AND METHODS FOR INFERRING SCORES FOR HEALTH METRICS	United States	62/661,063	4/22/2018			Expired
	WIPO	PCT/US19/28590	4/22/19	WO2019209753	10/31/19	Expired
	United States	17/049,906	10/22/0220	2021-0233615	7/29/2021	Published
SYSTEMS AND METHODS FOR MICROBIOME ANALYSIS	United States	62/728,035	9/6/2018			Expired
	WIPO	PCT/US19/50102	9/6/19	WO 2020/051559	3/12/0202	Expired
	Australia	2019335515	3/26/2021			Pending
	Canada	3,112,004	3/5/2021			Pending
	Europe	19857515.1	3/21/2021	3847273	7/14/2021	Pending
	United States	17/273,463	3/4/2021	2021-0332418	10/28/2021	Published
METHODS FOR AND COMPOSITIONS FOR DETERMINING FOOD AND SUPPLEMENT RECOMMENDATIONS	United States	62/742,873	10/8/2018			Expired
	United States	62/834,284	4/15/2019			Expired
	WIPO	PCT/US19/55270	10/8/2019	WO2020051559	3/12/2020	Expired
	Europe	19870574.1	5/6/2021	3864639	8/18/2021	Pending
	United States	17/283,934	4/8/2021	2021-398449	12/23/2021	Pending
PERSONALIZING FOOD RECOMMENDATIONS TO REDUCE GLYCEMIC RESPONSE	United States	62/804,737	2/12/2019			Expired
	WIPO	PCT/US20/18013	2/12/20	WO 2020/168015	8/20/20	Expired
	United States	17/429,920	8/10/2021			Pending
	Europe	20755298.5	9/10/2021			Pending
DETECTION AND ELIMINATION OF ABERRANT CELLS	United States	62/942,728	12/2/19			Expired
	WIPO	PCT/US20/62495	11/27/2020	2021/113152	6/10/2021	Pending
SAMPLE COLLECTION METHODS AND DEVICES	United States	62/857,814	6/5/2019			Expired
	WIPO	PCT/US20/70125	6/5/20	2020/247983	12/10/2020	Expired
	United States	17/616,650	12/4/21			Pending
	Europe	20 818675.9	12/16/21	3980349	4/13/2022	Pending

Title	Country	ApplicationNum	FilingDate	PublicationNum	PublicationDate	Status
DIAGNOSTIC FOR ORAL CANCER	United States	63/001,236	3/27/20			Expired
	WIPO	PCT/US21/24547	3/28/2021	WO 2021/195604	9/30/2021	Pending
SAMPLE COLLECTION DEVICE WITH REAGENT	United States	62/947,299	12/12/19			Expired
	WIPO	PCT/US20/64326	12/10/2020	WO 2021/119323	6/17/2021	Pending
BIOMARKERS FOR AGE	United States	63/075,072	9/4/2020			Pending
	WIPO	PCT/US21/49187	9/6/2021	WO 2022/051700	3/10/2022	Pending
PERSONALIZED NUTRITIONAL SUPPLEMENTS AND METHODS OF MAKING	United States	63/132,986	12/31/2020			Pending
	WIPO	PCT/US21/65823	12/31/2021			Pending
	United States	17/707,507	3/29/2022			Pending
CONDITION BASED SUPPLEMENTS	United States	63/189,566	5/17/2021			Pending
METHODS AND COMPOSITIONS FOR EVALUATING AND TREATING BLOOD	United States	63/210,906	6/15/2021			Pending

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
U.S. Application: WELLNESS AS A SERVICE (Standard Character)	U.S. Ser. No. 87234026	Filing Date: 11/11/2016
U.S. Application: WELLNESS AS A SERVICE (Standard Character)	U.S. Ser. No. 87983812	Filing Date: 11/11/2016
U.S. Registration: WAAS (Standard Character)	App. Ser. No. 87234034 / Reg. No. 6668736	Filing Date: 11/11/2016 / Reg. Date: 3/08/2022
U.S. Registration: VIOME (Standard Character)	App. Ser. No. 87341050 / Reg. No. 5460201	Filing Date: 2/17/2017 / Reg. Date: 5/01/2018
U.S. Registration: VIOME (Design Mark)	App. Ser. No. 87341052 / Reg. No. 5460202	Filing Date: 2/17/2017 / Reg. Date: 5/01/2018
U.S. Registration: GUT INTELLIGENCE (Standard Character)	App. Ser. No. 87341054 / Reg. No. 5955956	Filing Date: 2/17/2017 / Reg. Date: 1/07/2020
U.S. Registration: GUT INTELLIGENCE (Standard Character)	App. Ser. No. 87979864 / Reg. No. 5705567	Filing Date: 2/17/2017 / Reg. Date: 3/19/2019
U.S. Registration: METABOLIC INTELLIGENCE (Standard Character)	App. Ser. No. 87341056 / Reg. No. 5687682	Filing Date: 2/17/2017 / Reg. Date: 2/26/2019

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
U.S. Registration: HEALTH INTELLIGENCE (Standard Character)	App. Ser. No. 90098213 / Reg. No. 6241942	Filing Date: 8/06/2020 / Reg. Date: 1/05/2021
U.S. Application: PRECISION SUPPLEMENTS (Standard Character)	App. Ser. No. 90124308	Filing Date: 8/19/2020
U.S. Application: JUST WHAT YOU NEED, NOTHING THAT YOU DON'T (Standard Character)	App. Ser. No. 90124260	Filing Date: 8/19/2020
U.S. Application: VIOME PRECISION SUPPLEMENTS (Standard Character)	App. Ser. No. 90124210	Filing Date: 8/19/2020
U.S. Application: VIOME PRECISION PROBIOTICS + PREBIOTICS (Standard Character)	App. Ser. No. 90349711	Filing Date: 11/30/2020
U.S. Application: CANCERDETECT (Standard Character)	App. Ser. No. 97173919	Filing Date: 12/15/2021
U.S. Application: VIOME CANCERDETECT (Standard Character)	App. Ser. No. 97173921	Filing Date: 12/15/2021
U.S. Application: FULL BODY INTELLIGENCE (Standard Character)	App. Ser. No. 97167904	Filing Date: 12/12/2021
U.S. Application: YOU, DECODED (Standard Character)	App. Ser. No. 97336804	Filing Date: 03/29/2022
U.S. Application: IMAGINE A WORLD WHERE ILLNESS IS OPTIONAL (Standard Character)	App. Ser. No. 97336822	Filing Date: 3/29/2022
Canada Registration: VIOME (Standard Character)	Canada App. Ser. No. 1913900 / Registration No. TMA1,118,299	Filing Date: 8/08/2018 / Reg. Date: 1/20/2022
WIPO Registration: VIOME (Standard Character)	Reg. No. 1462276	Filing Date: 12/12/2018 / Reg. Date: 12/12/2018

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EU Application: VIOME (Standard Character)	App. No. 1462276	Filing Date: 12/12/2018
UK Application: VIOME (Standard Character)	UK0000369956 8	Filing Date: 9/23/2021
AU Registration: HABIT (Standard Character)	Reg. No. 1823751	Filing Date: 2/03/2017 / Reg. Date: 2/03/2017
Canada Registration: HABIT FOOD, PERSONALIZED (Standard Character)	App. Ser. No. 1753261 / Reg. No. TMA1034591	Filing Date: 7/02/2019 / Reg. Date: 7/02/2019
EU Registration: HABIT (Standard Character)	App. Ser. No. 016321242 / Reg. No. 016321242	Reg. Date: 5/31/2017
New Zealand Registration: HABIT (Standard Character)	App. Ser. No. 1059967 / Reg. No. 1059967	Reg. Date: 4/27/2018
New Zealand Registration: HABIT FOOD, PERSONALIZED (Standard Character)	App. Ser. No. 1085082 / Reg. No. 1085082	Reg. Date: 3/01/2019
U.S. Registration: HABITSNACKS (Standard Character)	App. Ser. No. 86049274 / Reg. No. 4704674	Filing Date: 8/27/2013 / Reg. Date: 3/17/2015
U.S. Registration: HABIT FOOD, PERSONALIZED (Standard Character)	App. Ser. No. 86918523 / Reg. No. 5282058	Filing Date: 2/24/2016 / Reg. Date: 9/05/2017
U.S. Registration: HABIT FOOD, PERSONALIZED (Design)	App. Ser. No. 86918529 / Reg. No. 5277283	Filing Date: 2/24/2016 / Reg. Date: 8/29/2017

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
U.S. Registration: HABIT FOOD, PERSONALIZED (Design)	App. Ser. No. 86982672 / Reg. No. 5267032	Filing Date: 11/01/2015 / Reg. Date: 8/15/2017
U.S. Registration: H (Design)	App. Ser. No. 86982878 / Reg. No. 5297395	Filing Date: 2/24/2016 / Reg. Date: 9/26/2017
U.S. Registration: HABIT FOOD, PERSONALIZED (Standard Character)	App. Ser. No. 86982883 / Reg. No. 5302450	Filing Date: 6/15/2015 / Reg. Date: 10/03/2017
U.S. Registration: EVERY BODY TELLS A STORY WHAT'S YOURS? (Standard Character)	App. Ser. No. 86982897 / Reg. No. 5302451	Filing Date: 3/30/2016 / Reg. Date: 10/03/2017
U.S. Registration: THE HABIT CHALLENGE SHAKE (Standard Character)	App. Ser. No. 87153479 / Reg. No. 5449271	Filing Date: 8/29/2016 / Reg. Date: 4/17/2018
U.S. Registration: FIND WHAT FEEDS YOU (Standard Character)	App. Ser. No. 87975654 / Reg. No. 5292995	Filing Date: 12/06/2016 / Reg. Date: 9/19/2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date