

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738371

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Pharmaceutical Sciences, LLC		07/01/2022	Limited Liability Company: MARYLAND
In Vitro Admet Laboratories, LLC		07/01/2022	Limited Liability Company: MARYLAND
AllCells, LLC		07/01/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5490615	CHRM	
<b>Registration Number:</b>	3721638	CHRM	
<b>Registration Number:</b>	4026158	IDMOC	
<b>Registration Number:</b>	5474940	METMAX	
<b>Registration Number:</b>	2640267	ALLCELLS	
<b>Registration Number:</b>	3727995	ALLCELLS	
<b>Registration Number:</b>	5219292	ALLCELLS	
<b>Registration Number:</b>	5302951	CLINICELLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		

CH \$215.00 5490615

<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	07/01/2022
<b>Total Attachments: 5</b> source=ares dls trademark security agreement Executed#page1.tif source=ares dls trademark security agreement Executed#page2.tif source=ares dls trademark security agreement Executed#page3.tif source=ares dls trademark security agreement Executed#page4.tif source=ares dls trademark security agreement Executed#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of July 1, 2022, between the signatories hereto (the “Grantors”) in favor of Ares Capital Corporation, as collateral agent and administrative agent for the Secured Parties (in such capacities, the “Agent”).

### RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of July [1], 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantors’ rights, titles and interests in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. 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 of

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.

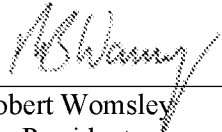
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

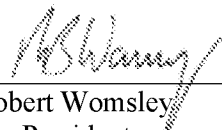
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

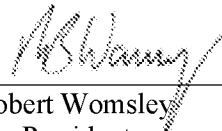
ADVANCED PHARMACEUTICAL SCIENCES,  
LLC, as Grantor

By:   
Name: Robert Womsley  
Title: Vice President

IN VITRO ADMET LABORATORIES, LLC,  
as Grantor

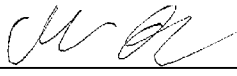
By:   
Name: Robert Womsley  
Title: Vice President

ALLCELLS, LLC,  
as Grantor

By:   
Name: Robert Womsley  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

**ARES CAPITAL CORPORATION,**  
as Agent

By:   
Name: Mark Affolter  
Title: Authorized Signatory

**SCHEDULE 1**  
**TRADEMARKS**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Advanced Pharmaceutical Sciences Inc.	5490615	CHRM
Advanced Pharmaceutical Sciences Inc.	3721638	CHRM
Advanced Pharmaceutical Sciences, Inc.	4026158	IDMOC
In Vitro Admet Laboratories Inc.	5474940	METMAX
AllCells, LLC	2640267	ALLCELLS
AllCells, LLC	3727995	ALLCELLS
AllCells, LLC	5219292	ALLCELLS
AllCells, LLC	5302951	CLINICELLS