

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYAPSE INC.		07/26/2022	Corporation:
RECEIVING PARTY DATA			
Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP		
Street Address:	777 Third Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4440180	SYAPSE	
CORRESPONDENCE DATA			
Fax Number:	6173106001		
<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:	617-310-5234		
Email:	prezase@gtlaw.com		
Correspondent Name:	Eugenia A. Prezas		
Address Line 1:	c/o Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Eugenia A. Prezas		
SIGNATURE:	/Eugenia A. Prezas/		
DATE SIGNED:	07/28/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 26, 2022 (the “**Effective Date**”) by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership as collateral agent for the Lenders (the “**Lenders**”) described in the Loan Agreement (as defined below) (in such capacity, the “**Collateral Agent**”) and SYAPSE INC., a Delaware corporation (“the “**Grantor**”).

RECITALS

A. Lenders have 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 Collateral Agent, the Lenders 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, to the extent owned or purported to be owed by the Grantor, to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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 Intellectual Property Collateral (as defined below).

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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property to the extent owned or purported to be owed by the Grantor (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Intellectual Property Collateral”). Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

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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.

Address of Grantor:
2021 Fillmore Street, Ste. #1183
San Francisco, CA 94115
Attn: Mark S. Walter
EMAIL: mark.walter@syapse.com

GRANTOR:

SYAPSE INC.

By: Mark Walter
Name: Mark S. Walter
Title: Chief Financial Officer

Address of Lender:

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

777 Third Avenue, 25th Floor
New York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatuscp.com

By: _____
Name: _____
Title: _____

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.

Address of Grantor:
2021 Fillmore Street, Ste. #1183
San Francisco, CA 94115
Attn: Mark S. Walter
EMAIL: mark.walter@syapse.com

GRANTOR:
SYAPSE INC.

By: _____
Name: Mark S. Walter
Title: Chief Financial Officer

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatuscp.com

COLLATERAL AGENT:
INNOVATUS LIFE SCIENCES LENDING FUND
I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

By: _____
Name: Andrew Dym
Title: Authorized Signatory

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007804 FRAME: 0798

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
<ul style="list-style-type: none">• Syapse	U.S. Registration No. 4440180	November 26, 2013
<ul style="list-style-type: none">• Syapse	U.K. Registration No. 3005867	August 16, 2013