

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753598

<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>
MACROHEALTH USA LTD.		09/02/2022	Limited Partnership: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street, CPS-7th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2M8		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97322689	MACROHEALTH	
<b>Serial Number:</b>	97322703	MACROHEALTH	
<b>Serial Number:</b>	97322711	MACROHEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1781996		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	09/06/2022		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 2, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and MACROHEALTH USA LTD., a Florida limited partnership (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. **THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.** This Section 3 shall survive the Discharge of Obligations.

4. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

MacroHealth USA Ltd.  
100-5209 Lake Washington Boulevard NE  
Kirkland, WA 98033

GRANTOR:

MACROHEALTH USA LTD.  
By: VIDA GP, INC.

By:   
Name: Virgil Bretz  
Title: Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce  
Infrastructure/Technology, Infrastructure and Innovation  
595 Bay Street, CPS-7<sup>th</sup> Floor  
Toronto, Ontario M5G 2M8  
Attention: Global Agent Administration Services  
Fax: (416) 956-3830  
E-Mail: [dlgo-agency@cibc.com](mailto:dlgo-agency@cibc.com)

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: Joseph Hammer  
Title: Assistant General Manager

By: \_\_\_\_\_  
Name: Graham Quisenberry  
Title: Assistant General Manaegr

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Fax: (416) 956-3830  
E-Mail: [dlga-agency@cibc.com](mailto:dlga-agency@cibc.com)

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CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: Joseph Hammer  
Title: Assistant General Manager

By: \_\_\_\_\_

Name: Graham Quisenberry  
Title: Assistant General Manager

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BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: Joseph Hammer  
Title: Assistant General Manager

By:  \_\_\_\_\_

Name: Graham Quisenberry  
Title: Assistant General Manager

EXHIBIT A  
COPYRIGHTS

<b>Copyrights / Copyright Application</b>	<b>Copyright No. / Application No.</b>	<b>Issue Date / Application Date</b>
N/A		

EXHIBIT B


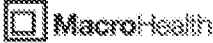
PATENTS

<b>Description</b>	<b>Patent/Application No.</b>	<b>Issue/Application Date</b>
N/A		



EXHIBIT C

TRADEMARKS

Description	Application/Serial No.	Registration/Application Date
MACROHEALTH (wordmark)	97322689	March 21, 2022
MACROHEALTH & Design (black text) 	97322703	March 21, 2022
MACROHEALTH & Design (blue text) 	97322711	March 21, 2022