

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755190

<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>
BIOSPLICE THERAPEUTICS, INC.		09/12/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vickers Venture Fund VI Pte. Ltd.		
<b>Street Address:</b>	1 Harbourfront Avenue, #16-06		
<b>Internal Address:</b>	Keppel Bay Tower		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	098632		
<b>Entity Type:</b>	Company: SINGAPORE		
<b>Name:</b>	Vickers Venture Fund VI (Plan) Pte. Ltd.		
<b>Street Address:</b>	1 Harbourfront Avenue, #16-06		
<b>Internal Address:</b>	Keppel Bay Tower		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	098632		
<b>Entity Type:</b>	Company: SINGAPORE		
<b>Name:</b>	Vickers-Splice Co-Investment LLC		
<b>Street Address:</b>	Willow House, Cricket Square		
<b>Internal Address:</b>	PO Box 709		
<b>City:</b>	Grand Cayman		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-1107		
<b>Entity Type:</b>	Limited Liability Company: CAYMAN ISLANDS		
<b>Name:</b>	Med-Pathways II Limited		
<b>Street Address:</b>	Vistra Corporate Services Centre		
<b>Internal Address:</b>	Wickhams Cay II, Road Town		
<b>City:</b>	Tortola		
<b>State/Country:</b>	VIRGIN ISLANDS, BRITISH		
<b>Postal Code:</b>	VG 1110		
<b>Entity Type:</b>	Corporation: VIRGIN ISLANDS, BRITISH		

CH \$215.00 5157596

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	5157596	HEXIDITONE
Registration Number:	4978303	SAMUMED
Registration Number:	4573534	SAMUMED
Serial Number:	88864499	BEYMOTI
Serial Number:	90852797	BIOSPLICE
Serial Number:	90852803	BIOSPLICE
Serial Number:	88864497	NEOZUME
Serial Number:	88864495	REZMOBA

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002

*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:** 6502515332

**Email:** jmull@stblaw.com

**Correspondent Name:** Mark Natividad

**Address Line 1:** 2475 Hanover Street

**Address Line 4:** Palo Alto, CALIFORNIA 94304

**ATTORNEY DOCKET NUMBER:** 001606/0004

**NAME OF SUBMITTER:** /Mark Natividad/

**SIGNATURE:** /Mark Natividad/

**DATE SIGNED:** 09/14/2022

**Total Attachments: 8**

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**BIOSPlice THERAPEUTICS, INC.**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (“**IP Security Agreement**”), dated as of September 12, 2022, is made by and between Biosplice Therapeutics, Inc., a Delaware corporation (the “**Grantor**”), and Vickers Venture Fund VI Pte. Ltd. (“**Vickers VI**”), Vickers Venture Fund VI (Plan) Pte. Ltd. (“**Vickers VI (Plan)**”), Vickers-Splice Co-Investment LLC (“**Vickers LLC**”) and Med-Pathways II Limited (“**Med-Pathways**”, together with Vickers VI, Vickers VI (Plan) and Vickers LLC, “**Vickers**”) as collateral agent (the “**Collateral Agent**”) for the benefit of each of the Purchasers (as defined in the Purchase Agreement (as defined below)), now or from time to time hereafter party to that certain Secured Convertible Promissory Note Purchase Agreement of even date herewith (as amended from time to time, the “**Purchase Agreement**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Security Agreement (as defined below).

**RECITALS**

Under the terms of that certain Security Agreement, dated as of the date hereof, by and between the Grantor and the Collateral Agent (the “**Security Agreement**”), the Grantor has granted to the Collateral Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including the United States Patent and Trademark Office.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** The Grantor hereby grants, pledges and assigns to the Collateral Agent for the ratable benefit of the Secured Parties a continuing first priority Lien and security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the trademark, trade name, trade dress, and domain name registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor corresponding to any of the foregoing throughout the world;

(c) any and all Proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) rights to sue for past, present of future infringements and misappropriations.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to file, record and/or register this IP Security Agreement upon request by the Collateral Agent.

3. **Transaction Agreements.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the IP Collateral are as provided by the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. **Counterparts; Facsimile.** This IP Security Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www. docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

6. **Jurisdiction and Venue.** This IP Security Agreement is entered into in express reliance on Section 2708 of Title 6 of the Delaware Code. The parties hereto agree that the appropriate, exclusive and convenient forum for any disputes between any of the parties hereto arising out of or related to this IP Security Agreement or the transactions contemplated hereby shall be in the Court of Chancery in Wilmington, Delaware (or, if such court lacks subject matter jurisdiction, then the federal district court in Wilmington, Delaware or, if such court lacks subject matter jurisdiction, then the Superior Court in Wilmington, Delaware). Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of such courts for any Action, suit or proceeding arising out of or relating to this IP Security Agreement or the transactions contemplated hereby (and agrees not to commence any Action, suit or proceeding relating thereto except in such courts, and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth on Exhibit A of the Purchase Agreement applicable, shall be effective service of process for any Action, suit or proceeding brought in any such court). Each party hereto hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any Action, suit or proceeding arising out of this IP Security Agreement or the transactions contemplated hereby in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

BIOSPlice THERAPEUTICS, INC.

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

Name: Cevdet Samikoglu

Title: Chief Executive Officer

Address for Notices:

9360 Towne Centre Drive

San Diego, CA 92121


Attn: Legal Department

E-mail: legal@biosplice.com

IN WITNESS WHEREOF, each party hereto has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**COLLATERAL AGENT:**

VICKERS VENTURE FUND VI PTE. LTD.

By:   
Name: Dr. Finian Tan  
Title: Director


Address for Notices:

1 Harbourfront Avenue, #16-06  
Keppel Bay Tower, Singapore 098632  
Attn: Dr. Finian Tan  
E-mail: [finian.tan@vickersventures.com](mailto:finian.tan@vickersventures.com)

With a copy (which shall not constitute notice) to:

Xinhong Lim  
Email: [xinhong.lim@vickerventure.com](mailto:xinhong.lim@vickerventure.com)  
PohHui Chia  
Email: [pohhui.chia@vickersventure.com](mailto:pohhui.chia@vickersventure.com)

VICKERS VENTURE FUND VI (PLAN) PTE. LTD.

By:   
Name: Dr. Finian Tan  
Title: Director

Address for Notices:

1 Harbourfront Avenue, #16-06  
Keppel Bay Tower, Singapore 098632  
Attn: Dr. Finian Tan  
E-mail: [finian.tan@vickersventure.com](mailto:finian.tan@vickersventure.com)

With a copy (which shall not constitute notice) to:

Xinhong Lim  
Email: [xinhong.lim@vickerventure.com](mailto:xinhong.lim@vickerventure.com)  
PohHui Chia  
Email: [pohhui.chia@vickersventure.com](mailto:pohhui.chia@vickersventure.com)

IN WITNESS WHEREOF, each party hereto has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**COLLATERAL AGENT:**

VICKERS-SPLICE CO-INVESTMENT LLC

By: Vickers Venture Partners (S) Pte. Ltd., its Manager

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

Name: Dr. Finian Tan

Title: Director

Address for Notices:

Willow House  
Cricket Square  
PO Box 709  
Grand Cayman KY1-1107  
Cayman Islands

Attn: Dr. Finian Tan

E-mail: [finian.tan@vickersventure.com](mailto:finian.tan@vickersventure.com)

With a copy (which shall not constitute notice) to:

Xinhong Lim

Email: [xinhong.lim@vickerventure.com](mailto:xinhong.lim@vickerventure.com)

PohHui Chia

Email: [pohhui.chia@vickersventure.com](mailto:pohhui.chia@vickersventure.com)

IN WITNESS WHEREOF, each party hereto has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**COLLATERAL AGENT:**

MED-PATHWAYS II LIMITED

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

Name: Raymond Kong

Title: Director

Address for Notices:

Vistra Corporate Services Centre

Wickhams Cay II

Road Town

Tortola VG1110

British Virgin Islands

Attn: Raymond Kong

E-mail: [raymond.kong@vickersventure.com](mailto:raymond.kong@vickersventure.com)

With a copy (which shall not constitute notice) to:

Xinhong Lim

Email: [xinhong.lim@vickerventure.com](mailto:xinhong.lim@vickerventure.com)

PohHui Chia

Email: [pohhui.chia@vickersventure.com](mailto:pohhui.chia@vickersventure.com)



SCHEDULE 1

TRADEMARKS

*Trademark Registrations and Applications*

<i>Mark</i>	<i>Country</i>	<i>Serial/Application No.</i>	<i>Registration No.</i>
BEYMOTI	Australia	IR1530342	IR1530342
BEYMOTI	Canada	IR1530342	
BEYMOTI	China	IR1530342	IR1530342
BEYMOTI	European Union	IR1530342	IR1530342
BEYMOTI	Japan	IR1530342	IR1530342
BEYMOTI	New Zealand	IR1530342	IR1530342
BEYMOTI	South Korea	IR1530342	IR1530342
BEYMOTI	United Kingdom	IR1530342	IR1530342
BEYMOTI	United Kingdom	UK00801530342	UK00801530342
BEYMOTI	United States	88/864,499	
BEYMOTI	WIPO	IR1530342	IR1530342
BIOSPLICE	Australia	IR1648005	IR1648005
BIOSPLICE	China	IR1648005	
BIOSPLICE	European Union	IR1648005	
BIOSPLICE	Japan	IR1648005	
BIOSPLICE	South Korea	IR1648005	
BIOSPLICE	Turkey	IR1648005	
BIOSPLICE	United Kingdom	IR1648005	IR1648005
BIOSPLICE	United States	90/852,797	
BIOSPLICE	WIPO	IR1648005	IR1648005
BIOSPLICE (Logo)	Australia	IR1651986	IR1651986 2258184
BIOSPLICE (Logo)	China	IR1651986	
BIOSPLICE (Logo)	European Union	IR1651986	IR1651986
BIOSPLICE (Logo)	Japan	IR1651986	
BIOSPLICE (Logo)	South Korea	IR1651986	
BIOSPLICE (Logo)	Turkey	IR1651986	
BIOSPLICE (Logo)	United Kingdom	IR1651986	IR1651986
BIOSPLICE (Logo)	United States	90/852,803	
BIOSPLICE (Logo)	WIPO	IR1651986	IR1651986
HEXIDITONE	European Union	14998223	14998223
HEXIDITONE	Turkey	201602460	201602460
HEXIDITONE	United Kingdom	UK00914998223	UK00914998223
HEXIDITONE	United States	86/880,059	5,157,596
LXR-60	European Union	14998256	14998256
LXR-60	Turkey	201602465	201602465
LXR-60	United Kingdom	UK00914998256	UK00914998256
NEOZUME	Australia	IR1531062	IR1531062
NEOZUME	Canada	IR1531062	
NEOZUME	China	IR1531062	IR1531062
NEOZUME	European Union	IR1531062	IR1531062
NEOZUME	Japan	IR1531062	IR1531062
NEOZUME	New Zealand	IR1531062	IR1531062
NEOZUME	South Korea	IR1531062	
NEOZUME	United Kingdom	IR1531062	IR1531062
NEOZUME	United Kingdom	UK00801531062	UK00801531062
NEOZUME	United States	88/864,497	

<b>Mark</b>	<b>Country</b>	<b>Serial/Application No.</b>	<b>Registration No.</b>
NEOZUME	WIPO	IR1531062	IR1531062
REZMOBA	Australia	IR1530348	IR1530348
REZMOBA	Canada	IR1530348	
REZMOBA	China	IR1530348	IR1530348
REZMOBA	European Union	IR1530348	IR1530348
REZMOBA	Japan	IR1530348	IR1530348
REZMOBA	New Zealand	IR1530348	IR1530348
REZMOBA	South Korea	IR1530348	IR1530348
REZMOBA	United Kingdom	IR1530348	IR1530348
REZMOBA	United Kingdom	UK00801530348	UK00801530348
REZMOBA	United States	88/864,495	
REZMOBA	WIPO	IR1530348	IR1530348
SAMUMED	Australia	IR1164773	IR1164773
SAMUMED	Brazil	840541767	840541767
SAMUMED	Canada	1630176	TMA1028195
SAMUMED	China	IR1164773	IR1164773
SAMUMED	European Union	IR1164773	IR1164773
SAMUMED	European Union	017236449	017236449
SAMUMED	Japan	IR1164773	IR1164773
SAMUMED	Mexico	IR1164773	IR1164773
SAMUMED	Switzerland	IR1164773	IR1164773
SAMUMED	Turkey	201559575	201559575
SAMUMED	United Kingdom	UK00801164773	UK00801164773
SAMUMED	United Kingdom	UK00917236449	UK00917236449
SAMUMED	United States	85/744,828	4,978,303
SAMUMED	United States	85/981,832	4,573,534
SAMUMED	WIPO	IR1164773	IR1164773