

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765181

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900727195		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Snapdragon Chemistry, Inc.		08/15/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Middlesex Savings Bank		
<b>Street Address:</b>	6 Main Street		
<b>City:</b>	Natick		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01760		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5223678	SNAPDRAGON CHEMISTRY	
<b>Registration Number:</b>	5138987	SNAPDRAGON CHEMISTRY	
<b>Serial Number:</b>	97081984	SRS	
<b>Serial Number:</b>	97081995	CASCADE	
<b>Serial Number:</b>	97081999	IRIS MAX	
<b>Serial Number:</b>	97082002	IRIS LAB	
<b>Serial Number:</b>	97082005	SNAPDRAGON CHEMISTRY	
<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>	617.422.0200		
<b>Email:</b>	bbk@bostonbusinesslaw.com		
<b>Correspondent Name:</b>	Hackett Feinberg P.C.		
<b>Address Line 1:</b>	155 Federal Street, 9th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Scott C. Altonian		
<b>SIGNATURE:</b>	/s/ Scott C. Altonian		

<b>DATE SIGNED:</b>	11/02/2022
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**Total Attachments: 11**

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AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of August 15, 2022 by and between Snapdragon Chemistry, Inc., a Delaware corporation with a place of business at 300 Second Avenue, Waltham, Massachusetts 02451 (“Debtor”), and Middlesex Savings Bank, having an address of 6 Main Street, Natick, Massachusetts 01760 (the “Lender”), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

RECITALS

Reference is made to the Credit Agreement dated as of January 24, 2020 by and among the Debtor and the Lender, as previously amended by Amendment No. 1 to Credit Agreement and Security Agreement and Waiver dated as of October 19, 2020, Amendment No. 2 to Credit Agreement dated as of January 8, 2021, and Amendment No. 3 to Credit Agreement dated as of September 13, 2021 (the “Prior Credit Agreement”), as well as the Security Agreement dated as of January 24, 2020 by and among the Debtor and the Lender (as amended prior to the date hereof, the “Security Agreement”) and Intellectual Property Security Agreement dated as of January 24, 2020 by and among the Debtor and the Lender (the “Prior IP Security Agreement”), made in connection with the Credit Agreement. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement. Pursuant to the Prior Credit Agreement, the Lender agreed to make Loans and extend certain other financial accommodations to Debtor upon the terms and subject to the conditions specified in the Prior Credit Agreement.

Effective as of the date first set forth above, the Debtor and the Lender are amending and restating the Prior Credit Agreement to evidence, among other things, a new construction-to-permanent term loan facility by the Lender in favor of the Debtor in an amount of up to \$2,750,000.00. The obligation of the Lender to amend and restate the Prior Credit Agreement and extend the new credit facility to Debtor and continue the existing Loans is conditioned upon, among other things, the execution and delivery by the Debtor of an agreement in the form hereof to secure the Obligations, as amended.

Upon the terms and conditions set forth herein, the Debtor and Lender hereby desire to enter into this Agreement in order to amend and restate the Prior IP Security Agreement in its entirety, as follows.

AGREEMENTS

Accordingly, the Debtor and the Lender hereby agree as follows:

1. DEFINITIONS: As used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all copyrights and equivalent protections in each work of authorship or derivative work thereof of Debtor, whether registered or unregistered and whether

published or unpublished, including, without limitation, the copyrights listed on Exhibit A annexed hereto and made a part hereof, together with all registrations thereof, and all applications in connection therewith.

“Copyright Licenses” shall mean all written agreements providing for the grant by or to Debtor of any right to use any Copyright.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Credit Agreement” means that certain Amended and Restated Credit Agreement dated as of the date hereof by and between the Debtor and the Lender, as amended, restated, modified or supplemented from time to time.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Material Adverse Effect” means a material adverse effect on (a) the Leased Premises or the business, operations, property, assets, or condition, financial or otherwise, of the Debtor or the Guarantor, (b) the ability of the Debtor or the Guarantor to perform their material obligations under this Agreement or the other Loan Documents, (c) the rights and remedies of the Lender under this Agreement or the other Loan Documents, or (d) the ability of the Debtor to operate or conduct business in all material respects in the manner in which it generally conducts or operates its business.

“Obligations” shall have the meaning ascribed to it in the Credit Agreement.

“Patents” shall mean all letters patent and applications for letters patent of Debtor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the letters patent and applications for letters patent listed on Exhibit B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all written agreements providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Security Agreement” means that certain Amended and Restated Security Agreement dated as of the date hereof by and between the Debtor and the Lender, as amended, restated, modified or supplemented from time to time.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Debtor, whether registered or unregistered, including, without limitation, the trademark applications and registrations listed on Exhibit C annexed hereto and made a part hereof, together with all registrations and recordings thereof all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all written agreements providing for the grant by or to Debtor of any right to use any Trademark.

2. GRANT OF SECURITY INTEREST: Debtor, on the terms set forth in the Security Agreement and as collateral security for the full and timely payment of the Obligations in accordance with the terms thereof and of the instruments now or hereafter evidencing the Obligations, hereby grants to the Lender a continuing security interest, under the Uniform Commercial Code (as in effect on the date hereof and as amended from time to time hereafter) of each state having jurisdiction from time to time with respect to all or any portion of the Collateral (the “Code”), in and a lien on the following property (collectively, the “IP Collateral”):

(a) All Copyrights.

(b) All Patents.

(c) All Trademarks, except for any United States trademark application filed on the basis of Debtor’s intent-to-use such mark, unless and until evidence of the use of such trademark in interstate commerce is submitted to the United States Patent and Trademark Office.

(d) All renewals of any of the foregoing.

(e) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(f) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(g) All of Debtor’s rights corresponding to any of the foregoing throughout the world.

3. PROTECTION OF INTELLECTUAL PROPERTY BY DEBTOR: Except as set forth below in this Section 3, Debtor shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the “Intellectual Property”):

(a) Pay all renewal fees and other fees and costs associated with maintaining the registrations of all material Intellectual Property and take all other reasonable and necessary steps to maintain each registration of all material Intellectual Property.

(b) Take all actions reasonably necessary to prevent any material Intellectual Property from becoming forfeited, abandoned, or dedicated to the public.

(c) At Debtor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration for material Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At Debtor's sole cost, expense, and risk, take any and all action which Debtor reasonably deems appropriate under the circumstances to protect the material Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, and for purposes of clarification, so long as there is no Event of Default which has not been waived by Lender or cured to Lender's reasonable satisfaction, and no Material Adverse Effect would result therefrom, Debtor shall not have an obligation to use, maintain, or enforce any Intellectual Property (i) that relates solely to any product, that has been discontinued, abandoned or terminated or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that maybe abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the lien created by this Agreement.

DEBTOR'S REPRESENTATIONS AND WARRANTIES: Debtor represents and warrants that:

4. (a) Exhibit A is a true, correct and complete list of all Copyright applications and registrations owned by Debtor as of the date hereof.

(b) Exhibit B is a true, correct and complete list of all issued or applied-for Patents owned by Debtor as of the date hereof.

(c) Exhibit C is a true, correct and complete list of all Trademark applications and registrations owned by Debtor as of the date hereof.

5. DEBTOR'S RIGHTS TO ENFORCE INTELLECTUAL PROPERTY: Prior to Lender's giving of notice to Debtor following the occurrence of an Event of Default, Debtor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Debtor to protect the Intellectual Property against encroachment by third parties, provided, however:

(a) Debtor first provides Lender with written notice of Debtor's intention to so sue for enforcement of any Intellectual Property.

(b) Any money damages awarded or received by Debtor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence of any Event of Default which has not been waived by Lender or cured to Lender's reasonable satisfaction, Lender, by notice to Debtor, may terminate or limit Debtor's rights under this Section 5.

6. **LENDER'S ACTIONS TO PROTECT INTELLECTUAL PROPERTY:** Upon the occurrence of any Event of Default (as defined in the Credit Agreement) beyond the applicable grace period, Lender, acting in its own name or in that of Debtor, may (but shall not be required to) act in Debtor's place and stead and/or in Lender's own right in connection therewith as further provided in the Security Agreement.

7. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default which has not been waived by Lender or cured to Lender's reasonable satisfaction, in addition to all of the other rights and remedies provided to Lender in the Credit Agreement with respect to the Collateral, Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts, with respect to the IP Collateral, in addition to which Lender may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that Lender is authorized to exercise such rights and remedies.

8. **INTENT:** This Agreement is being executed and delivered by Debtor for the purpose of registering and confirming the grant of the security interest, granted pursuant to the Security Agreement, of Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the rights and remedies of the Lender with respect to the lien and security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement. Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

9. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts, without regard for the conflicts of laws provisions therein.

10. **COUNTERPARTS:** This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

11. AMENDMENT/RESTATEMENT. This Agreement amends, restates, and supersedes in their entirety the Debtor's obligations, liabilities, covenants, and agreements under and the terms and provisions of the Prior IP Security Agreement. Execution and delivery of this Agreement is not intended and should not be construed (i) as a novation or release of the obligations of the Debtor or extinguishment of the indebtedness or obligations of the Debtor under the Prior IP Security Agreement, or (iii) to cancel, terminate, or otherwise impair the status or priority of all or any part of any liens or security interests granted by the Debtor to the Lender as collateral security for the obligations under or in connection with the Prior IP Security Agreement. The Debtor hereby (i) confirms and agrees that each loan document pertaining to the Prior IP Security Agreement to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the date of this Agreement, all references in any such loan document to the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Prior IP Security Agreement shall mean the Prior IP Security Agreement, as amended and restated by this Agreement; and (ii) confirms and agrees that to the extent that the Prior IP Security Agreement or any loan document executed in connection therewith purports to assign or pledge to the Lender a Lien on, any collateral as security for the Obligations of the Debtor from time to time existing in respect of the Prior IP Security Agreement, such pledge, assignment or grant of the Lien is hereby ratified and confirmed in all respects and shall remain effective as of the first date it became effective.

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IN WITNESS WHEREOF, Debtor and Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTOR:

SNAPDRAGON CHEMISTRY, INC.

By:   
Name: Matthew Bio  
Title: President CEO

LENDER:

MIDDLESEX SAVINGS BANK

By: \_\_\_\_\_  
Name: Tony Zhang  
Title: Senior Vice President

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*Amended and Restated Intellectual Property Security Agreement*

TRADEMARK  
REEL: 007840 FRAME: 0643

IN WITNESS WHEREOF, Debtor and Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTOR:

SNAPDRAGON CHEMISTY, INC.

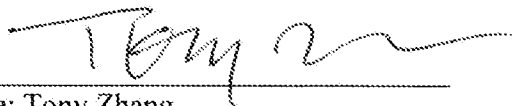
By: \_\_\_\_\_

Name: Matthew Bio

Title: President & CEO

LENDER:

MIDDLESEX SAVINGS BANK

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

Name: Tony Zhang

Title: Senior Vice President

EXHIBIT A

List of Copyrights Applications and Registrations

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None.

EXHIBIT B

List of Patents and Patent Applications

<b>Patent or application number</b>	<b>Status</b>	<b>Jurisdiction</b>	<b>Filing date</b>	<b>Title</b>
202080061353.6	Provisional	China (CN)	08/06/2020	Continuous flow photoreactor
20758058.0	Provisional	Europe	08/06/2020	Continuous flow photoreactor
2022-506392	Provisional	Japan (JP)	08/06/2020	Continuous flow photoreactor
US 16/986503	Provisional	US	08/06/2020	Continuous flow photoreactor
US 17340264	Provisional	US	06/07/21	Automated Online Chromatographic Sample Dilution & Preparation System
PCT/US2021/036194	Provisional	WIPO	06/07/21	Automated Online Chromatographic Sample Dilution & Preparation System
Not yet filed	To be Filed	TBD	TBD	Automated Intermittent Batch Flow Processes

EXHIBIT C

List of Trademark Applications and Registrations

<b>Word Mark</b>	<b>Serial Number</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
Snapdragon Chemistry	86599725	US	5223678
Snapdragon Chemistry	86981247	US	5138987
SRS	97081984	US	Pending
Cascade	97081995	US	Pending
Iris Max	97081999	US	Pending
Iris Lab	97082002	US	Pending
Snapdragon Chemistry	97082005	US	Pending