

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifespan Biosciences, Inc.		10/19/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Administrative Agent		
Street Address:	335 Madison Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90903648	ABSOLUTE BIOTECH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	C/O GOULSTON & STORRS PC		
Address Line 2:	400 ATLANTIC AVENUE		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/Stacey A. Mordas/		
DATE SIGNED:	10/20/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 19, 2022, is made by LIFESPAN BIOSCIENCES, INC., a Washington corporation (“Grantor”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as borrower, the lenders from time-to-time party thereto (the “Lenders”) and the Administrative Agent, the Lenders agreed to extend credit and make certain financial accommodations to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor and the Administrative Agent entered into that certain Guarantee and Collateral Agreement dated as of March 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined in the Guarantee and Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all extensions and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of

such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications;

(e) any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including “PDF”) of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.


[Remainder of this page intentionally left blank]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

LIFESPAN BIOSCIENCES, INC.

By:


Name: Elizabeth Trodus

Title: Authorized Signatory

[Signature page to Trademark Security Agreement (Abacus-LifeSpan Biosciences)]

TRADEMARK
REEL: 007873 FRAME: 0559

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent



By: _____
Name: Joseph Lee
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Application Filing Date
LifeSpan Biosciences, Inc.	ABSOLUTE BIOTECH	90/903,648	August 26, 2021