

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taconic Biosciences, Inc.		11/01/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5145910	ETACONIC	
Registration Number:	5152675	FRAPID	
Registration Number:	4882563	TACONIC	
Registration Number:	4882564		
Registration Number:	4882562	TACONIC BIOSCIENCES	
Registration Number:	4882565	TACONIC	
Registration Number:	3523642	TACONIC	
Registration Number:	1777372	TSG-P53	
Registration Number:	0655651	TACONIC	
Registration Number:	5356293	EZCOHORT	
Registration Number:	5306263	EXPRESSMODEL	
Registration Number:	6173215	TRUBIOME	
Registration Number:	6173216	TRUBIOME	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9684		
Email:	ypan@proskauer.com		

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Correspondent Name: Yee-Chung Chen
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 11964.505

NAME OF SUBMITTER: Yee-Chung Chen

SIGNATURE: /Yee-Chung Chen/

DATE SIGNED: 11/01/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2022 (this “Agreement”), by Taconic Biosciences, Inc., a New York Corporation (the “Grantor”), in favor of Midcap Financial Trust, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of November 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

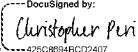
SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TACONIC BIOSCIENCES, INC.,
as Grantor


By:  _____
Name: Christopher Peri
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

MIDCAP FINANCIAL TRUST,
as Administrative Agent




By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I

Trademark Registrations and Applications

Trademark	Country	Class	App. Number	App. Date	Reg. Number	Reg. Date	Owner
eTACONIC	United States	44	87098852	July 11, 2016	5145910	Feb. 21, 2017	Taconic Biosciences, Inc.
FRapid	United States	44	86940246	March 15, 2016	5152675	Feb. 28, 2017	Taconic Biosciences, Inc.
	United States	31, 40, 42, 44	86390318	September 10, 2014	4882563	Jan. 5, 2016	Taconic Biosciences, Inc.
	United States	31, 40, 42, 44	86390320	September 10, 2014	4882564	Jan. 5, 2016	Taconic Biosciences, Inc.
TACONIC BIOSCIENCES	United States	31, 40, 42, 44	86390317	September 10, 2014	4882562	Jan. 5, 2016	Taconic Biosciences, Inc.
	United States	31, 40, 42, 44	86390324	September 10, 2014	4882565	Jan. 5, 2016	Taconic Biosciences, Inc.
TACONIC	United States	42, 44	77386276	February 1, 2008	3523642	Oct. 28, 2008	Taconic Biosciences, Inc.
TSG-P53	United States	31	74233418	December 20, 1991	1777372	June 15, 1993	Taconic Biosciences, Inc.
TACONIC	United States	31	72026648	March 21, 1957	0655651	Dec. 17, 1957	Taconic Biosciences, Inc.

Trademark	Country	Class	App. Number	App. Date	Reg. Number	Reg. Date	Owner
EZcohort	United States	31	87207997	October 19, 2016	5356293	Dec. 12, 2017	Taconic Biosciences, Inc.
ExpressMODEL	United States	44	87375556	March 17, 2017	5306263	Oct. 10, 2017	Taconic Biosciences, Inc.
TruBIOME	United States	31, 44	88745947	January 3, 2020	6173215	October 13, 2020	Taconic Biosciences, Inc.
TruBIOME	United States	31, 44	88745959	January 3, 2020	6173216	October 13, 2020	Taconic Biosciences, Inc.