

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Organix Chemistry Solutions LLC		03/07/2023	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Security Agent		
Street Address:	Third Floor, 1 King's Arms Yard		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86768762	POWERPLANT	
Registration Number:	3931304	REPEET	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1932467 TM		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		
DATE SIGNED:	03/09/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

March 7, 2023

between

ORGANIX CHEMISTRY SOLUTIONS LLC

as Security Provider

and

WILMINGTON TRUST (LONDON) LIMITED

as Security Agent

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the **Intellectual Property Security Agreement**) dated March 7, 2023, is made by and between ORGANIX CHEMISTRY SOLUTIONS LLC, as security provider (the **Security Provider**) and WILMINGTON TRUST (LONDON) LIMITED, as security agent and security trustee for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (the **Security Agent**).

WHEREAS, the Security Provider has entered into an Accession Deed dated March 7, 2023, pursuant to which they have acceded to (i) the Intercreditor Agreement dated December 23, 2019 (as further amended and/or restated the **Intercreditor Agreement**) between, among others, Drug Discovery Services B.V. as parent, the entities listed therein as Senior Lenders and the Security Agent and (ii) the senior facilities agreement dated December 23, 2019 between, among others, Drug Discovery Services B.V. as parent, the companies listed therein as original guarantors and the Security Agent (as further amended, the **Facilities Agreement**, together with the Intercreditor Agreement, the **Loan Documents**).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Loan Documents, the Security Provider has executed and delivered to the Security Agent that certain Security Agreement dated March 7, 2023 (the **Security Agreement**), made by and among, the Security Provider, Organix LLC, as security provider, MerchachemSyncom US, Inc., as security provider and the Security Agent.

WHEREAS, under the terms of the Security Agreement, the Security Provider has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Security Provider, and has agreed to execute and deliver this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein but not otherwise defined have the meanings given to such terms in the Facilities Agreement, the Intercreditor Agreement or the Security Agreement, as applicable.

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

1. Grant of Security. The Security Provider hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Security Provider in, to, and under the following (the **IP Collateral**):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the **Patents**);
 - (b) the trademark registrations and applications set forth in Schedule 2 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;
 - (c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to such Security Provider set forth in Schedule 3 hereto, and all extensions and renewals thereof (the **Copyrights**);

- (d) all rights of any kind whatsoever of such Security Provider accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments, 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.
2. Recordation. The Security Provider authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Intellectual Property Security Agreement upon request by the Security Agent.
 3. Debt Documents. This Intellectual Property 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 Security Agent with respect to the IP Collateral are as provided by the Facilities Agreement, the Intercreditor Agreement, the Security Agreement, and related documents, and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.
 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.
 5. Successors and Assigns. This Intellectual Property Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 6. Governing Law. This Intellectual Property Security Agreement, the relationship between the Security Provider and the Secured Parties and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Intellectual Property Security Agreement or that relationship shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law but excluding any other conflict of law rules that would lead to the application of the law of another jurisdiction. If the law of a jurisdiction other than New York is, under section 1-301(c) of the UCC, mandatorily applicable to the perfection, priority or enforcement of any security interest granted under this Agreement in respect of any particular Collateral, that other law shall apply solely to the matters of perfection, priority or enforcement to which it is mandatorily applicable.

ORGANIX CHEMISTRY SOLUTIONS LLC,
as Security Provider

DocuSigned by:

Anu Mahadevan

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By: **Anu Mahadevan**

Title: Chief Executive Officer

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By:

Title:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent



By: Antony Girling

Title: Vice President

SCHEDULES TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE 1

PATENTS

Patents

Title	Patent Number	Issue Date	Record Owner
Substituted 2-carboxyalkyl-3-(fluorophenyl)-8-(3-halopropen-2-yl) nortropanes and their use as imaging for agents for neurodegenerative disorders	5493026	02/20/1996	Organix Chemistry Solutions LLC
Bridge-substituted tropanes for methods of imaging and therapy	5770180	06/23/1998	Organix Chemistry Solutions LLC
Tropane analogs and methods for inhibition of monoamine transport	5948933	07/11/1997	Organix Chemistry Solutions LLC
Dopamine transporter imaging agent	6171576	01/09/2001	Organix Chemistry Solutions LLC
Pyrazole cannabinoid agonist and antagonists	6509367	01/21/2003	Organix Chemistry Solutions LLC
Compounds with high monoamine transporter affinity	6525206	02/25/2003	Organix Chemistry Solutions LLC
Serotonin transport inhibitors	6677338	01/13/2004	Organix Chemistry Solutions LLC
Compounds with high monoamine transporter affinity	7026516	04/11/2006	Organix Chemistry Solutions LLC
Methods for diagnosing and monitoring treatment ADHD by assessing the dopamine transporter level	7081238	07/25/2006	Organix Chemistry Solutions LLC
Vasoconstrictor cannabinoid analogs	7109245	09/19/2006	Organix Chemistry Solutions LLC
Tropane analogs and methods for inhibition of monoamine transport	7199132	04/03/2007	Organix Chemistry Solutions LLC

Cannabinoids	7285687	10/23/2007	Organix Chemistry Solutions LLC
Tropane Compounds	7476740	01/13/2009	Organix Chemistry Solutions LLC
Therapeutic compounds	7439264	10/21/2008	Organix Chemistry Solutions LLC
Method of Material Processing to produce a fiber product	7553419	06/30/2009	Organix Chemistry Solutions LLC
VMAT inhibitory compounds	9546151	11/29/206	Organix Chemistry Solutions LLC
Inflammation Therapy	9763894	09/19/2017	Organix Chemistry Solutions LLC
Tropane analogs and methods for inhibition of monoamine transport			Organix Chemistry Solutions LLC
Substituted 2-carboxyalkyl-3 (fluorophenyl)-8-(3-halopropen-2-yl) nortropans and their use as imaging agents for neurodegenerative disorders	5853696	12/29/1998	Organix Chemistry Solutions LLC
Tropane analogs and methods for inhibition of monoamine transport	6353105	03/05/2002	Organix Chemistry Solutions LLC
Tropane analogs and methods for inhibition of monoamine transport	6417221	07/09/2002	Organix Chemistry Solutions LLC
Dopamine transporter imaging agents	6548041	04/15/2003	Organix Chemistry Solutions LLC
Tropane analogs and methods for inhibition of monoamine transport	6670375	12/30/2003	Organix Chemistry Solutions LLC
Boat tropanes	7105678	09/12/2006	Organix Chemistry Solutions LLC
Methods for diagnosing and monitoring treatment ADHD by assessing the dopamine transporter level	7553478	06/30/2009	Organix Chemistry Solutions LLC

Patent Applications

N/A

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Registration Number	Registration Date	Record Owner
Powerplant	86768762	9/25/2015	Organix Chemistry Solutions LLC
Repect	3931304	3/15/2011	Organix Chemistry Solutions LLC

Trademark Applications

N/A

SCHEDULE 3

COPYRIGHTS

N/A