

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797829

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	900758447

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		01/28/2022	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank Trust Company, National Association
<b>Street Address:</b>	214 N Tryon Street, 27th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3972030	LACTIPRO
Registration Number:	3948358	MEGASTARTER
Registration Number:	3926285	MS BIOTEC
Registration Number:	6202126	MEGA E
Registration Number:	6070341	MSBIOTEC
Registration Number:	5962903	MSBIOTEC
Registration Number:	5853294	LACTIPROFLX
Registration Number:	5823415	LACTIPRONXT
Registration Number:	4868393	LACTIPRO ADVANCE
Serial Number:	88787034	LACTIPRO
Serial Number:	88787043	
Serial Number:	88791982	LACTIPRO

## CORRESPONDENCE DATA

Fax Number: 2028874288

*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: 2028874000

Email: mbeyene@akingump.com, DC\_IPDocketing@AKINGUMP.com

TRADEMARK

**Correspondent Name:** Mussie B Beyene  
**Address Line 1:** 2001 K Street N.W.  
**Address Line 4:** Washington DC, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 694484.0117

**NAME OF SUBMITTER:** Mussie B Beyene

**SIGNATURE:** /Mussie B Beyene/

**DATE SIGNED:** 03/27/2023

**Total Attachments: 8**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of January 28, 2022, with effect as of the Effective Time (as such term is defined in the Contribution Agreement described below), is entered into by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Assignor”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national trust bank (“Assignee”).

### W I T N E S S E T H

WHEREAS, this Agreement is being entered into in connection with the Closing under (and as such term is defined in) that certain Contribution, Assignment and Assumption Agreement, dated as of January 28, 2022 (as it may be amended, supplemented or restated from time to time, the “Contribution Agreement”), between Assignor and Assignee, pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive and accept from Assignor, all or substantially all of the Corporate Trust Business (as such term is defined in the Contribution Agreement) of Assignor;

WHEREAS, in connection therewith Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive and accept from Assignor, the Transferred Assets (as such term is defined in the Contribution Agreement), including but not limited to the Corporate Trust Engagements listed on Schedule 3 to the Contribution Agreement, together with all related Corporate Trust Accounts, Corporate Trust Assets and Governing Agreements (as each such term is defined in the Contribution Agreement), but not including any Excluded Assets (as such term is defined in the Contribution Agreement); and

WHEREAS, in connection therewith, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume, the Assumed Liabilities (as such term is defined in the Contribution Agreement) under and associated with the Corporate Trust Business, but not including any Excluded Liabilities (as such term is defined in the Contribution Agreement);

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined in this Agreement shall have the meanings for such terms that are set forth in the Contribution Agreement.

2. Assignment. In accordance with and pursuant to the terms of the Contribution Agreement, the Assignor does hereby (i) contribute, assign, transfer, and convey to Assignee all rights, title and interests of Assignor in, to and under all of the Transferred Assets, and (ii) transfer, assign, and convey to Assignee all of the Assumed Liabilities, in each case subject to and as more particularly described in the Contribution Agreement.

3. Assumption. In accordance with and pursuant to the terms of the Contribution Agreement, Assignee does hereby (i) accept the foregoing contribution, assignment transfer and conveyance of the Transferred Assets to the Assignee, and (ii) accept the foregoing transfer,

assignment, and conveyance to the Assignee of, and hereby assumes and agrees to undertake, perform and discharge, the Assumed Liabilities, in each case subject to and as more particularly described in the Contribution Agreement. Assignee is not hereby assuming any other liability or obligation of Assignor (such as, but not limited to, the Excluded Liabilities), other than such Assumed Liabilities.

4. Mutual Acknowledgement. For the avoidance of doubt, it is expressly acknowledged by the parties that:

(i) the contribution, assignment transfer and conveyance set forth in clause (i) of Section 2 hereof, and the acceptance set forth in clause (i) of Section 3 hereof, do not include the Excluded Assets described (and as defined) in the Contribution Agreement, and do not include any assets, rights, properties or business of the Assignor other than the Transferred Assets; and

(ii) the transfer, assignment, and conveyance set forth in clause (ii) of Section 2, and the acceptance and assumption set forth in clause (ii) of Section 3, do not include any Excluded Liabilities described (and as defined) in the Contribution Agreement, and do not include any liabilities, obligations, duties or responsibilities of the Assignor other than the Assumed Liabilities.

5. Acknowledgment of Closing and Closing Date. The parties hereby mutually acknowledge the consummation of the Closing and the occurrence of the Closing Date under the Contribution Agreement as of the date of this Agreement, having effect as of the Effective Date and Effective Time, and as otherwise provided in the Contribution Agreement.

6. Effective Date. Pursuant to and in accordance with the Contribution Agreement, the transactions contemplated by this Agreement shall take effect as of the Effective Date and Effective Time (as each such term is defined in the Contribution Agreement).

7. Further Assurances. Each party hereby expressly acknowledges, without implied limitation, its continuing obligations under Section 4.4 of the Contribution Agreement to, and hereby agrees, at any time and from time to time at the reasonable request of the other party, to execute and deliver, or cause to be executed and delivered, such additional instruments, and take such further actions, as may be reasonably necessary to carry out the transactions contemplated by this Agreement, and otherwise in respect of the Contribution Agreement.

8. Contribution Agreement. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Contribution Agreement and all representations and warranties, conditions, covenants and agreement of Assignor and Assignee that are contained in the Contribution Agreement. If there are any inconsistencies or contradictions between the Contribution Agreement and this Agreement, the Contribution Agreement will control.

9. Miscellaneous. Article 16 of the Contribution Agreement is hereby incorporated by reference *mutatis mutandi*.

10. Counterparts; Electronic Signature. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an

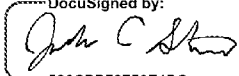
original, but all such counterparts shall together constitute one and the same instrument. Each counterpart of this Agreement may be executed and delivered by electronic means, including by facsimile or electronic transmission or delivery (including electronic images of handwritten signatures delivered in .pdf file or .jpeg file format, or by any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform), each of which shall be deemed to be original signatures for all purposes and shall be effective as delivery of a manually executed original counterpart.

*[PAGE INTENTIONALLY ENDS HERE. SIGNATURE PAGE TO FOLLOW.]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

U.S. BANK NATIONAL ASSOCIATION

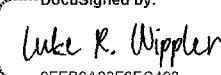
DocuSigned by:  
By:   
566CBB73752E4BC

Name: John C. Stern

Title: Executive Vice President

ASSIGNEE:

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

DocuSigned by:  
By:   
9FEB6A03F8EC403

Name: Luke R. Wippler

Title: Executive Vice President

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

December 8, 2021

United States Patent and Trademark Office

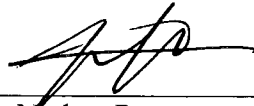
Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of December 3, 2019 (as amended by that certain First Amendment to Credit Agreement and Security and Pledge Agreement dated as of May 1, 2020, as further amended by that certain Second Amendment to Security and Pledge Agreement dated as of December 8, 2021 and as may be further amended, restated, modified, extended, renewed, replaced, or supplemented from time to time, the “**Agreement**”) and among the Grantors party thereto (each a “**Grantor**” and collectively, the “**Grantors**”) and U.S. Bank National Association, as administrative agent (the “**Administrative Agent**”) for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

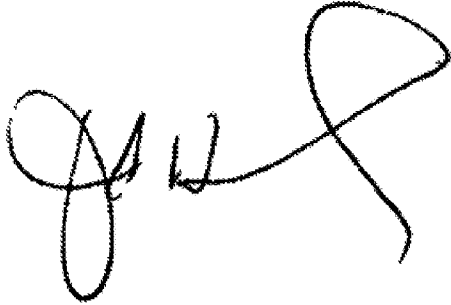
MS BIOTECH, INC.

By:   
Name: Nathan Romer  
Title: Chief Financial Officer



Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION,  
as Administrative Agent

A handwritten signature in black ink, appearing to read 'J. Hanley', written over a horizontal line.

By: \_\_\_\_\_  
Name: James A. Hanley  
Title: Vice President

**SCHEDULE 1**

**Trademarks**

<b>Owners</b>	<b>Country</b>	<b>Application Number.</b>	<b>Registration Number</b>	<b>Filing date</b>	<b>Trademark</b>	<b>Class</b>	<b>File Status</b>
MS Biotech, Inc.	USA	88787034		February 6, 2020	LACTIPRO and Design	5	Pending
MS Biotech, Inc.	USA	88787043		February 6, 2020	Design mark	5	Pending
MS Biotech, Inc.	USA	88791982		February 10, 2020	LACTIPRO and Design	5	Pending
MS Biotech, Inc.	USA	88752394	6202126		MEGA E	5	Registered
MS Biotech, Inc.	USA	88207800	6070341		MSBIOTEC and Design	5	Registered
MS Biotech, Inc.	USA	88207767	5962903		MSBIOTEC and Design	5	Registered
MS Biotech, Inc.	USA	88166401	5853294		LACTIPROFLX	5	Registered
MS Biotech, Inc.	USA	88167186	5823415		LACTIPRONXT	5	Registered
MS Biotech, Inc.	USA	86554132	4868393		LACTIPRO ADVANCE	5	Registered
MS Biotech, Inc.	USA	85126905	3972030		LACTIPRO	5	Registered
MS Biotech, Inc.	USA	77715552	3948358		MEGASTARTER	5	Registered
MS Biotech, Inc.	USA	77715561	3926285		MS BIOTEC	5	Registered