

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEDANTA BIOSCIENCES, INC.		04/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, AS COLLATERAL TRUSTEE		
Street Address:	140 Sherman Street, Fourth Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	TRUST COMPANY: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6019119	VEDANTA BIOSCIENCES	
Registration Number:	6019120	VV	
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<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:	6505657022		
Email:	kceron@sidley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	1001 Page Mill Road, Building 1		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	100085-30200		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	04/21/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 21, 2023, between **VEDANTA BIOSCIENCES, INC.**, a Delaware corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral trustee for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral trustee for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

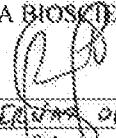
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

19 Blackstone Street
Cambridge, MA 02139
Attention: Bernat Olle, Chief Executive Officer

GRANTOR:

VEDANTA BIOSCIENCES, INC.

By: 
Name: Bernat Olle
Title: CEO

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Beth Micena

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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19 Blackstone Street
Cambridge, MA 02139
Attention: Bernat Olle, Chief Executive Officer

GRANTOR:

VEDANTA BIOSCIENCES, INC.

By: _____
Name: _____
Title: _____

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Beth Micena

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: Beth Micena
Name: Beth Micena
Title: Managing Director

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.			

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
VEDANTA BIOSCIENCES, INC.	METHODS AND COMPOSITIONS FOR PRESERVING BACTERIA	11447738	9/20/2022
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR THE TREATMENT OF ALLERGY	10507221	12/17/2019
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR THE TREATMENT OF ALLERGY	11000556	5/11/2021
VEDANTA BIOSCIENCES, INC.	TREATMENT OF CLOSTRIDIUM DIFFICILE INFECTION	9999641	6/19/2018
VEDANTA BIOSCIENCES, INC.	TREATMENT OF CLOSTRIDIUM DIFFICILE INFECTION	10064904	9/4/2018
VEDANTA BIOSCIENCES, INC.	TREATMENT OF CLOSTRIDIUM DIFFICILE INFECTION	10350250	7/16/2019
VEDANTA BIOSCIENCES, INC.	TREATMENT OF CLOSTRIDIUM DIFFICILE INFECTION	10456431	10/29/2019
VEDANTA BIOSCIENCES, INC.	TREATMENT OF CLOSTRIDIUM DIFFICILE INFECTION	10555980	2/11/2020
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR SUPPRESSING PATHOGENIC ORGANISMS	17/633930	8/7/2020
VEDANTA BIOSCIENCES, INC.	METHODS AND COMPOSITIONS FOR PRESERVING BACTERIA	17/760674	9/15/2020
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR ENHANCING IMMUNE CHECKPOINT INHIBITOR THERAPY	17/773863	11/4/2020
VEDANTA BIOSCIENCES, INC.	METHODS OF DECREASING DYSBIOSIS AND RESTORING A MICROBIOME	17/268781	8/16/2019
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR THE TREATMENT OF ALLERGY	17/234158	4/19/2019
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR SUPPRESSING PATHOGENIC ORGANISMS	16/771075	12/11/2018
VEDANTA BIOSCIENCES, INC.	COMPOSITIONS AND METHODS FOR THE TREATMENT OF CANCER	16/962274	1/18/2019
VEDANTA BIOSCIENCES, INC.	TREATMENT OF CLOSTRIDIUM DIFFICILE INFECTION	16/702659	12/4/2019
VEDANTA BIOSCIENCES, INC.	METHODS AND COMPOSITIONS FOR ADMINISTERING BIOTHERAPEUTIC PRODUCTS	63/081045	9/21/2020

VEDANTA BIOSCIENCES, INC.	COMPOSITIONS FOR PRESERVING BACTERIA AND METHODS OF USE	63/323784	3/25/2022
VEDANTA BIOSCIENCES, INC. ¹	COMPOSITIONS CONTAINING COMBINATIONS OF BIOACTIVE MOLECULES DERIVED FROM MICROBIOTA FOR TREATMENT OF DISEASE	9764019	9/19/2017

¹ Co-owned with RIKEN

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
VEDANTA BIOSCIENCES, INC.	VEDANTA BIOSCIENCES	6019119	3/24/2020
VEDANTA BIOSCIENCES, INC.		6019120	3/24/2020