

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nephrosant, Inc.		04/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Laboratory Corporation of America Holdings		
Street Address:	531 South Spring Street		
City:	Burlington		
State/Country:	NORTH CAROLINA		
Postal Code:	27215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6950552	QSANT	
Serial Number:	88985025	NEPHROSANT	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	112892-0038		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	04/24/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of April 21, 2023, is between Nephrosant, Inc., a Delaware corporation (the "Grantor") and Laboratory Corporation of America Holdings (the "Noteholder").

WHEREAS, the Grantor has entered into the Promissory Note and Security Agreement, dated as of April 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note"), with the Noteholder. Capitalized terms defined in the Note and not otherwise defined herein are used herein as defined in the Note.

WHEREAS, under the terms of the Note, the Grantor has granted to the Noteholder a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or USCO, as applicable.

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

Section 1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Noteholder (and its successors and permitted assigns), a security interest in and to all of the Grantor's rights, titles and interests in and to the following, whether now owned or hereafter acquired by the Grantor (the "Collateral"):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing of or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Note (as such Note may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by the Grantor to the Noteholder under the Note but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving the Grantor.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Note. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Noteholder with respect to the Collateral are more fully set forth in the Note, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Note, the terms of the Note shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH DELAWARE STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

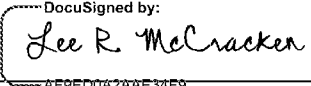
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11(A) OF THE NOTE. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 11(E) OF THE NOTE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Noteholder have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NEPHROSANT, INC.

By:  _____
Name: Lee McCracken
Title: Chief Executive Officer

**LABORATORY CORPORATION OF AMERICA
HOLDINGS**
as Noteholder

By: _____
Name:
Title:

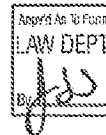
IN WITNESS WHEREOF, the Grantor and Noteholder have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NEPHROSANT, INC.

By: _____
Name:
Title:

**LABORATORY CORPORATION OF AMERICA
HOLDINGS**
as Noteholder

By: Megann V Watters
Name: **Megann Vaughn Watters**
Title: VP, Corporate Development



Schedule A

United States Patents

<u>Owner</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Application Filing Date</u>	<u>Jurisdiction</u>
NephroSant, Inc. The Regents of the University of California, a California Corporation		63/046,539	June 30, 2020	US
NephroSant, Inc. The Regents of the University of California, a California Corporation		17/362,214	June 29, 2021	US
NephroSant, Inc.		63/127,122	December 17, 2020	US
NephroSant, Inc.		PCT/US21/63937	December 17, 2021	US
NephroSant, Inc.	US11622752B2	17/709,310	March 30, 2022	US
NephroSant, Inc.	US11504098B2	17/709,340	March 30, 2022	US
NephroSant, Inc.		17/709,348	March 30, 2022	US
NephroSant, Inc.		17/969,340	October 19, 2022	US
NephroSant, Inc.		63/194,134	May 27, 2021	US
NephroSant, Inc.		17/750,738	May 23, 2022	US
NephroSant, Inc.		63/284,590	November 30, 2021	US
NephroSant, Inc.		PCT/US22/50974	November 23, 2022	US
NephroSant, Inc.		63/352,519	June 15, 2022	US

Schedule B

Trademarks

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u> <u>/ Application</u> <u>No.</u>	<u>Registration</u> <u>Date / Filing</u> <u>Date</u>	<u>Jurisdiction</u>
NephroSant, Inc.	QSant	6950552 90133615	January 10, 2023 August 24, 2020	United States
NephroSant, Inc.	NEPHROSANT	N/A 88985025	N/A January 2, 2020	United States

Schedule C

Copyrights

None.