

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM806189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOSPHOSOLUTIONS LLC		04/25/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 N. Meridian Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	State Bank: INDIANA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4240547	FLISP	
Registration Number:	4319610	MAGIC RED	
Registration Number:	4212793	FLIVO	
Registration Number:	3111144	FLICA	
Registration Number:	6441960	BRIGHT MINDS, BRIGHT SOLUTIONS	
Registration Number:	4965698	CAS-BIND	
Registration Number:	5812948	MITOPT	
Registration Number:	4435040	PHOSPHOSOLUTIONS	
Registration Number:	4513333	ANTIBODIES THAT WORK	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		

OP \$240.00 4240547

ATTORNEY DOCKET NUMBER:	108353-00080
NAME OF SUBMITTER:	Tiffini Wagner
SIGNATURE:	/ Tiffini Wagner /
DATE SIGNED:	04/26/2023
Total Attachments: 5 source=FIRST MERCHANTS BANK_Phosphosolutions - Trademark Security Agmt 108353-00080#page1.tif source=FIRST MERCHANTS BANK_Phosphosolutions - Trademark Security Agmt 108353-00080#page2.tif source=FIRST MERCHANTS BANK_Phosphosolutions - Trademark Security Agmt 108353-00080#page3.tif source=FIRST MERCHANTS BANK_Phosphosolutions - Trademark Security Agmt 108353-00080#page4.tif source=FIRST MERCHANTS BANK_Phosphosolutions - Trademark Security Agmt 108353-00080#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made this 25th day of April, 2023, by and between PHOSPHOSOLUTIONS LLC, a Nevada limited liability company (“**Grantor**”), and FIRST MERCHANTS BANK, an Indiana bank (together with its successors and assigns, “**Secured Party**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and among Grantor, INDCO, INC., a Tennessee corporation (“**INDCO**”), ANTIBODIES INCORPORATED, a California corporation (“**Antibodies**”), AVES LABS, INC., an Oregon corporation (“**Aves**”), IMMUNOCHEMISTRY TECHNOLOGIES LLC, a Minnesota limited liability company (“**ICT**”), ECM BIOSCIENCES, LLC, a Kentucky limited liability company (“**ECM**”), STEPHEN HALL PHD LTD, an Indiana corporation (“**SAH**”), IMMUNOBIOSCIENCE CORP., a Washington corporation (“**IBSC**”, and collectively with Grantor, INDCO, Antibodies, Aves, ITLLC, ECM and SAH, the “**Borrowers**”) as borrowers, and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to secured party to secure the Obligations, a continuing security interest (the “**Security Interest**”) in all of grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks and Trademark Licenses owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Agreement, “**Trademark Collateral**” shall not include any Excluded Asset (as defined by the Credit Agreement).

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

4. **SECURITY FOR OBLIGATIONS.** This Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor or any other Borrower to Secured Party or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

5. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

6. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademark or become entitled to the benefit of any Trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new Trademark rights. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party’s continuing security interest in all Collateral, whether or not listed on Schedule I.


7. **COUNTERPARTS.** This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

8. **WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION.** THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 16, 17 and 18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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

GRANTOR:

PHOSPHOSOLUTIONS LLC

By: 
Vincent Verde, Secretary


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008052 FRAME: 0837

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK

By: 
Jeff Pangburn, Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008052 FRAME: 0838

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Country	App. Serial No.	Filing Date	Reg. No.	Reg. Date	Grantor
FLISP	US	85436679	Sep. 30, 2011	4240547	Nov. 13, 2012	USPTO
MAGIC RED	US	85436654	Sep. 30, 2011	4319610	Apr. 16, 2013	USPTO
FLIVO	US	85436568	Sep. 30, 2011	4212793	Sep. 25, 2012	USPTO
ELISA SOLUTIONS	US	N/A	N/A	N/A	N/A	N/A
ELISA SOLUTIONS	US	N/A	N/A	N/A	N/A	N/A
FLICA	US	78362313	Feb. 04, 2004	3111144	Jul. 04, 2006	USPTO
BRIGHT MINDS, BRIGHT SOLUTIONS	US	88691154	Nov. 13, 2019	6441960 - published on 10/6/20	Aug. 03, 2021	USPTO
CAS-BIND	US	86512576	Jan. 23, 2015	4965698	May 24, 2016	USPTO
CAS-BIND	US	N/A	N/A	N/A	N/A	N/A
MitoPT	US	88254246	Jan. 08, 2019	5812948	Jul. 23, 2019	USPTO
PHOSPHOSOLUTIONS	US	85757516	Oct. 15, 2012	4435040	Nov. 19, 2013	USPTO
Antibodies That Work	US	85751640	Oct. 11, 2023	4513333	Apr. 15, 2014	USPTO

Trademark License

None.