

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERES THERAPEUTICS, INC.		04/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC		
Street Address:	333 S. Grand Avenue, 28th Fl.		
Internal Address:	Attn: Oaktree Agency (Oaktreeagency@alterdomus.com)		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5938202	SERES	
Registration Number:	5492370	SERES	
Registration Number:	4464145	ECOBIOTIC	
Registration Number:	5885565	SERES THERAPEUTICS	
Registration Number:	5387348	SERES THERAPEUTICS	
Registration Number:	5387058	S	
Registration Number:	5985890	S	
Registration Number:	5413462	LEADING THE MICROBIOME REVOLUTION	
Registration Number:	5312319	GOODNATURE	
Registration Number:	5312320	TAKE A SEAT	
Registration Number:	5312356		
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	(212) 558-4229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		

OP \$290.00 5938202

Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 018392.00129 (RAD)

NAME OF SUBMITTER: RAFFAELE A. DEMARCO

SIGNATURE: /RAFFAELE A. DEMARCO/

DATE SIGNED: 04/27/2023

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2023 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of Oaktree Fund Administration, LLC, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of April 27, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under applicable federal Law;

(b) to the extent not covered by **clause (a)**, all income, fees, royalties, damages or other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, all goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement or other violation of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

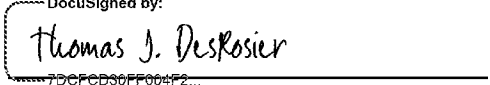
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

SERES THERAPEUTICS, INC.


By: 
Name: Thomas J. DesRosier
Title: Executive Vice President, Chief
Legal Officer & Secretary

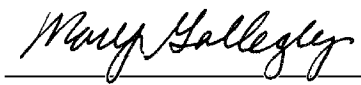
Address: Seres Therapeutics, Inc.
200 Sidney Street
Cambridge, MA 02139
Attn: Thomas J. DesRosier, Chief Legal
Officer

Accepted and Agreed:

**OAKTREE FUND ADMINISTRATION,
LLC, as Administrative Agent**

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: Matthew Stewart
Title: Managing Director

By: 
Name: Mary Gallegly
Title: Managing Director

Address for Notices:

Oaktree Fund Administration, LLC
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071
Attn: Oaktree Agency
Email: Oaktreeagency@alterdomus.com

With copies to:

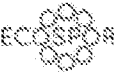

Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Fl.
Los Angeles, CA 90071
Attn: Stephen DeNelsky; Rahul Anand
Email: SDeNelsky@oaktrecapital.com;
RAnand@oaktrecapital.com






and





Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Ari B. Blaut
Tel.: (212) 558-1656
Email: blauta@sullcrom.com


TRADEMARKS

Trademark and Trademark Application Registration

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
SERES	5,938,202	85/651,848	Seres Therapeutics, Inc.	US
SERES	5,492,370	85/984,347	Seres Therapeutics, Inc.	US
ECOBIOTIC	4,464,145	85/980,662	Seres Therapeutics, Inc.	US
ECOBIOTIC	011442456	011442456	Seres Therapeutics, Inc.	EM
ECOBIOTIC	UK00911442456	UK00911442456	Seres Therapeutics, Inc.	GB
ECOSPOR	013753975	013753975	Seres Therapeutics, Inc.	EM
ECOSPOR	UK00913753975	UK00913753975	Seres Therapeutics, Inc.	GB
	014098421	014098421	Seres Therapeutics, Inc.	EM
	UK00914098421	UK00914098421	Seres Therapeutics, Inc.	GB
SERES THERAPEUTICS	5,885,565	86/489,515	Seres Therapeutics, Inc.	US
SERES THERAPEUTICS	5,387,348	86/983,424	Seres Therapeutics, Inc.	US













Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
SERES THERAPEUTICS	TMA1,037,618	1,710,942	Seres Therapeutics, Inc.	CA
SERES THERAPEUTICS	TMA1,039,759	1,734,117	Seres Therapeutics, Inc.	CA
SERES THERAPEUTICS	013640677	013640677	Seres Therapeutics, Inc.	EM
SERES THERAPEUTICS	014283791	014283791	Seres Therapeutics, Inc.	EM
SERES THERAPEUTICS	UK00913640677	UK00913640677	Seres Therapeutics, Inc.	GB
SERES THERAPEUTICS	UK00914283791	UK00914283791	Seres Therapeutics, Inc.	GB
	5,387,058	86/637,928	Seres Therapeutics, Inc.	US
	5,985,890	88/244,467	Seres Therapeutics, Inc.	US
	TMA1,059,578	1,749,937	Seres Therapeutics, Inc.	CA
	014809289	014809289	Seres Therapeutics, Inc.	EM
	UK00914809289	UK00914809289	Seres Therapeutics, Inc.	GB
LEADING THE MICROBIOME REVOLUTION	5,413,462	86/983,515	Seres Therapeutics, Inc.	US
LEADING THE MICROBIOME REVOLUTION	TMA1,051,204	1,771,136	Seres Therapeutics, Inc.	CA

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
EVOSPORE	015591845	015591845	Seres Therapeutics, Inc.	EM
EVOSPORE	UK00915591845	UK00915591845	Seres Therapeutics, Inc.	GB
EXCLUDIF	015591654	015591654	Seres Therapeutics, Inc.	EM
EXCLUDIF	UK00915591654	UK00915591654	Seres Therapeutics, Inc.	GB
ENSPORICA	015591621	015591621	Seres Therapeutics, Inc.	EM
ENSPORICA	UK00915591621	UK00915591621	Seres Therapeutics, Inc.	GB
ENPRYSTA	015592413	015592413	Seres Therapeutics, Inc.	EM
ENPRYSTA	UK00915592413	UK00915592413	Seres Therapeutics, Inc.	GB
	15757503	015757503	Seres Therapeutics, Inc.	EM
	015795561	015795561	Seres Therapeutics, Inc.	EM
	UK00915757503	UK00915757503	Seres Therapeutics, Inc.	GB
	UK00915795561	UK00915795561	Seres Therapeutics, Inc.	GB
GOODNATURE	5,312,319	86/929,625	Seres Therapeutics, Inc.	US

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
TAKE A SEAT	5,312,320	86/929,628	Seres Therapeutics, Inc.	US
	5,312,356	86/943,810	Seres Therapeutics, Inc.	US
ECO-RESET	TMA1,087,760	1,907,899	Seres Therapeutics, Inc.	CA
CDOWST	1587079	2172818	Seres Therapeutics, Inc.	AU
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	BR
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	CH
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	CN
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	EM
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	GB
CDOWST	1587079	A0106207	Seres Therapeutics, Inc.	WIPO
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	JP
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	KR
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	MX

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	RU
CDOWST	1587079	1587079	Seres Therapeutics, Inc.	TR
CDRUPTI	1586998	2172786	Seres Therapeutics, Inc.	AU
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	BR
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	CH
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	CN
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	EM
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	GB
CDRUPTI	1586998	A0106211	Seres Therapeutics, Inc.	WIPO
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	JP
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	KR
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	MX
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	RU

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
CDRUPTI	1586998	1586998	Seres Therapeutics, Inc.	TR
VOWST	1587462	2172876	Seres Therapeutics, Inc.	AU
VOWST	501587462	1587462	Seres Therapeutics, Inc.	BR
VOWST	1587462	1587462	Seres Therapeutics, Inc.	CH
VOWST	1587462	1587462	Seres Therapeutics, Inc.	CN
VOWST	1587462	1587462	Seres Therapeutics, Inc.	EM
VOWST	1587462	1587462	Seres Therapeutics, Inc.	GB
VOWST	1587462	A0106212	Seres Therapeutics, Inc.	WIPO
VOWST	1587462	1587462	Seres Therapeutics, Inc.	JP
VOWST	1587462	1587462	Seres Therapeutics, Inc.	KR
VOWST	1587462	1587462	Seres Therapeutics, Inc.	MX
VOWST	1587462	1587462	Seres Therapeutics, Inc.	RU
VOWST	1587462	1587462	Seres Therapeutics, Inc.	TR

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
 VOWST	1666448	1666448	Seres Therapeutics, Inc.	AU
 VOWST		2192869	Seres Therapeutics, Inc.	CA
 VOWST		1666448	Seres Therapeutics, Inc.	CH
 VOWST	1666448	1666448	Seres Therapeutics, Inc.	CN
 VOWST	1666448	1666448	Seres Therapeutics, Inc.	EM
 VOWST	1666448	1666448	Seres Therapeutics, Inc.	GB
 VOWST	1666448	A0122591	Seres Therapeutics, Inc.	WIPO
 VOWST		1666448	Seres Therapeutics, Inc.	JP
 VOWST		1666448	Seres Therapeutics, Inc.	KR
 VOWST		1666448	Seres Therapeutics, Inc.	NO
 VOWST	1664968	1664968	Seres Therapeutics, Inc.	AU
 VOWST		1664968	Seres Therapeutics, Inc.	CA
 VOWST		1664968	Seres Therapeutics, Inc.	CH

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
VOWST	1664968	1664968	Seres Therapeutics, Inc.	CN
VOWST	1664968	1664968	Seres Therapeutics, Inc.	EM
VOWST	1664968	1664968	Seres Therapeutics, Inc.	GB
VOWST	1664968	A0122592	Seres Therapeutics, Inc.	WIPO
VOWST		1664968	Seres Therapeutics, Inc.	KR
VOWST		1664968	Seres Therapeutics, Inc.	NO