

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814231

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evolve Biologics Inc.		12/20/2022	Corporation: ONTARIO
TBI Pharma Holdings Ltd.		12/20/2022	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC		
<b>Street Address:</b>	311 S Wacker Drive		
<b>Internal Address:</b>	Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4381498	THERAPURE BIOPHARMA	
<b>Registration Number:</b>	6050449	DAKANSUMIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	max.rief@skadden.com		
<b>Correspondent Name:</b>	Christopher J. Coulson, Esq.		
<b>Address Line 1:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 2:</b>	One Manhattan West		
<b>Address Line 4:</b>	New York, NEW YORK 10001		
<b>ATTORNEY DOCKET NUMBER:</b>	204590/6		
<b>NAME OF SUBMITTER:</b>	Christopher J. Coulson		
<b>SIGNATURE:</b>	/Christopher J. Coulson/		
<b>DATE SIGNED:</b>	05/31/2023		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself and the Secured Parties (in such capacity, the “Administrative Agent”), in connection with a Canadian Collateral Agreement dated as of December 20, 2022, among the other Grantors party thereto from time to time and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Canadian Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Canadian Collateral Agreement.

Pursuant to the Canadian Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licences, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. Pursuant to the Canadian Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Canadian Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the Canadian Intellectual Property Office or in any similar office or agency of any other country, as applicable); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Canadian Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement

and in the Canadian Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Canadian Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Canadian Collateral Agreement:

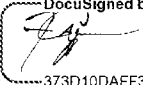
“Proceeds” means all “proceeds” as such term is defined in the PPSA as in effect on the Closing Date and from time to time in the Province of Ontario.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or in any similar office or agency of Canada, any province or territory thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

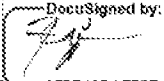
Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

EVOLVE BIOLOGICS INC.  
as a Grantor

By:  \_\_\_\_\_  
Name: Jim Caggiano  
Title: Authorized Signatory

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

TBI PHARMA HOLDINGS LTD.  
as a Grantor

By:   
Name: JIM CAGGIARO  
Title: Authorized Signatory

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

EVOLVE BIOLOGICS INC.  
as a Grantor

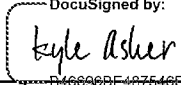
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TBI PHARMA HOLDINGS LTD  
as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:



MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Kyle Asher  
Title: MD

By: \_\_\_\_\_  
Name: \_\_\_\_\_

SCHEDULE 1

**TRADEMARK COLLATERAL**

<b><u>TRADEMARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>OWNER</u></b>
EVOLVE BIOLOGICS & Design  	TMA1066237	12-DEC-2019	Evolve Biologics Inc.
EVOLVE BIOLOGICS	TMA1067699	02-JAN-2020	Evolve Biologics Inc.
PlasmaCap	TMA1031710	25-JUN-2019	Evolve Biologics Inc.
PlasmaCap EBA& Design 	TMA1025470	17-JUN-2019	Evolve Biologics Inc.
PlasmaCap EBA	TMA1025512	17-JUN-2019	Evolve Biologics Inc.
DAKANSUMIN	6050449	5/12/2020	Therapure Biopharma Inc.
THERAPURE BIOPHARMA	4381498	8/13/2013	Therapure Biopharma Inc.