

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817726

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSRL HOLDINGS LLC		06/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, N.A.		
Street Address:	200 Elm Street, 3rd Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5862239	STAGEBIO	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	767325-600043		
NAME OF SUBMITTER:	DEBBIE WU		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	06/15/2023		
Total Attachments: 5			
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CH \$40.00 5862239

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HSRL HOLDINGS LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of June 15, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein but not defined herein shall have the meanings given to them in the Credit Agreement), by and among Grantor, certain affiliates of Grantor as Borrowers or Guarantors, the lenders from time to time party thereto, and Webster Bank, N.A., as administrative agent and collateral agent (in such capacities, “**Secured Party**”), pursuant to which the lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of June 15, 2023 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of Secured Party, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrowers under the Credit Agreement and the other Loan Documents and Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral to the extent constituting Collateral (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Collateral Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”), in each case, solely to the extent constituting Collateral:

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law rights in and to the Trademarks in the United States and any

state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor hereby irrevocably constitutes and appoints Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, from time to time, in Administrative Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Grant of Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Grant of Trademark Security Interest may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Grant of Trademark Security Interest. Receipt of an executed signature page to this Grant of Trademark Security Interest by email or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

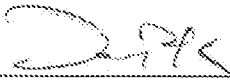
This Grant of Trademark Security Interest shall be governed by the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

HSRL HOLDINGS LLC

By:  _____
Name: Damon Lusk
Title: Treasurer

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 008101 FRAME: 0893

ACKNOWLEDGED:

**WEBSTER BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: Theresa Baker

Name: Theresa Baker

Title: Managing Director

[Signature Page to Grant of Trademark Security Interest]

**TRADEMARK
REEL: 008101 FRAME: 0894**

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	NAME
HSRL Holdings LLC	5862239	9/17/2019	N/A	N/A	STAGEBIO

NAI-1537092497v4