

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALLANT PET, INC.		06/26/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WTI Fund X, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88413074		
Serial Number:	88402760	GALLANT	
CORRESPONDENCE DATA			
Fax Number:	4153914436		
<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:	4153645540		
Email:	nsust@foxrothschild.com		
Correspondent Name:	Jeffrey T. Klugman		
Address Line 1:	345 California Street		
Address Line 2:	Suite 2200		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94104		
NAME OF SUBMITTER:	Jeffrey T. Klugman		
SIGNATURE:	/Jeffrey T. Klugman/		
DATE SIGNED:	06/27/2023		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 26, 2023, between GALLANT PET, INC., a Delaware corporation ("Grantor"), and WTI FUND X, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;**

(b) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business; and

(c) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party

(including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Grantor and Secured Party expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

GALLANT PET, INC.

By: Linda Black
Name: Linda Black
Title: CEO

Address for Notices:

10865 Road to the Cure, Ste 101
San Diego, CA 92121
Attn: Linda Black
Fax #:
Phone #: 310-294-2700

SECURED PARTY:

WTI FUND X, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

GALLANT PET, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

Attn:
Fax #:
Phone #:

SECURED PARTY:

WTI FUND X, INC.

By: Maurice Werdegar
Name: Maurice Werdegar
Title: Chairman of the Board

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Country</u>	<u>Description</u>	<u>App No.</u>	<u>Filing Date</u>	<u>Status/ Ownership</u>
UNITED STATES	SYSTEMIC, ALLOGENIC STEM CELL THERAPIES FOR TREATMENT OF DISEASES IN ANIMALS	17/302747	5/11/2021	Pending Owned
AUSTRALIA	SYSTEMIC, ALLOGENIC STEM CELL THERAPIES FOR TREATMENT OF DISEASES IN ANIMALS	2011295954	8/31/2011	Issued Owned
AUSTRALIA	SYSTEMIC, ALLOGENIC STEM CELL THERAPIES FOR TREATMENT OF DISEASES IN ANIMALS	2015252071	11/4/2015	Issued Owned
CANADA	SYSTEMIC, ALLOGENIC STEM CELL THERAPIES FOR TREATMENT OF DISEASES IN ANIMALS	2809272	8/31/2011	Pending Owned
EUROPE	SYSTEMIC, ALLOGENIC STEM CELL THERAPIES FOR TREATMENT OF DISEASES IN ANIMALS	11822565.5	8/31/2011	Pending Owned
UNITED STATES	USES OF TREHALOSE IN CELL SUSPENSIONS	17/302633	5/7/2021	Pending Owned
AUSTRALIA	USES OF TREHALOSE IN CELL SUSPENSIONS	2015339886	3/24/2017	Issued Owned
CANADA	USES OF TREHALOSE IN CELL SUSPENSIONS	2962239	3/22/2017	Pending Owned
UNITED STATES	VIABLE CELL COMPOSITIONS, AND METHODS RELATED TO SAME	16/738870	1/9/2020	Pending Owned
AUSTRALIA	VIABLE CELL COMPOSITIONS, AND METHODS RELATED TO SAME	AU2017241626	10/26/2018	Issued Owned
CANADA	VIABLE CELL COMPOSITIONS, AND METHODS RELATED TO SAME	3022685	10/30/2018	Pending Owned
EUROPE	VIABLE CELL COMPOSITIONS, AND METHODS RELATED TO SAME	17716037.1	10/29/2018	Pending Owned

<u>Country</u>	<u>Description</u>	<u>App No.</u>	<u>Filing Date</u>	<u>Status/ Ownership</u>
UNITED STATES	VIAL USABLE IN TISSUE EXTRACTION PROCEDURES	10,653,397	12/22/2016	Issued Owned
UNITED STATES	VIAL USABLE IN TISSUE EXTRACTION PROCEDURES	9,549,715	8/9/2012	Issued Owned
AUSTRALIA (Dec 2022)	UTERINE-DERIVED REGENERATIVE CELL COMPOSITIONS AND USES THEREOF	PCT/US2021/031 148	5/6/2021	(Dec 2022) Owned
Canada (Nov 2022)	UTERINE-DERIVED REGENERATIVE CELL COMPOSITIONS AND USES THEREOF	PCT/US2021/031 148	5/6/2021	(Nov 2022) Owned
Europe (Dec 2022)	UTERINE-DERIVED REGENERATIVE CELL COMPOSITIONS AND USES THEREOF	PCT/US2021/031 148	5/6/2021	(Dec 2022) Owned
United States (Nov 2022)	UTERINE-DERIVED REGENERATIVE CELL COMPOSITIONS AND USES THEREOF	PCT/US2021/031 148	5/6/2021	(Nov 2022) Owned
PCT	METHODS FOR OPTIMIZING REPRODUCTIVE TISSUE DERIVED CELL YIELD AND VIABILITY FOR CLINICAL APPLICATIONS	PCT/US2022/070 219	1/18/2022	Pending Owned
PCT	PRIMED UTERINE-DERIVED REGENERATIVE CELL COMPOSITIONS AND USES THEREOF	63/263548 63/263550	10/27/2022	Pending Owned

UC DAVIS License

<u>Country</u>	<u>Description</u>	<u>Filing Date</u>	<u>App No.</u>	<u>Status/ Ownership</u>
UNITED STATES	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	10/11/2021	17/498,683	Pending UC Davis License
CANADA	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR FELINE STOMATITIS TREATMENT	8/18/2014	2960268	Pending UC Davis License
FRANCE	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	8/18/2014	3041929	Issued UC Davis License


<u>Country</u>	<u>Description</u>	<u>Filing Date</u>	<u>App No.</u>	<u>Status/ Ownership</u>
GERMANY	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	8/18/2014	3041929	Issued UC Davis License
UK	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	8/18/2014	3041929	Issued UC Davis License
FRANCE	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	8/18/2014	19158828.4 #3549591.	Granted UC Davis License
GERMANY	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	8/18/2014	19158828.4 #3549591.	Granted UC Davis License
UK	ADIPOSE-DERIVED MESENCHYMAL STEM CELLS FOR ORAL STOMATITIS TREATMENT	8/18/2014	19158828.4 #3549591.	Granted UC Davis License

PrimeGen License (Upon Commercialization If Needed)

<u>Country</u>	<u>Description</u>	<u>Filing Date</u>	<u>App No.</u>	<u>Status/ Ownership</u>
CANADA	TREATMENT OF ATOPIC DERMATITIS USING MESENCHYMAL STEM CELLS AND IMMUNE MODULATION	1/31/2020	3127868	Pending Primegen License
EUROPE	TREATMENT OF ATOPIC DERMATITIS USING MESENCHYMAL STEM CELLS AND IMMUNE MODULATION	1/31/2020	20748819.8	Pending Primegen License
PCT	METHODS AND COMPOSITIONS FOR REDUCING JOINT INFLAMMATION USING MESENCHYMAL STEM CELLS	5/7/2021	WO2021226455	Pending Primegen License

EXHIBIT C

Trademarks

Name	Filing Date	Serial No.	Jurisdiction	Type
	5/2/19	88413074	Unites States	Trademark, Service mark
GALLANT	4/25/19	88402760	United States	Trademark, Service mark