

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828002

<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>
CODE OCEAN, INC		07/19/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KREOS CAPITAL VII (UK) LTD		
<b>Street Address:</b>	25-28 Old Burlington Street		
<b>City:</b>	LONDON		
<b>State/Country:</b>	ENGLAND		
<b>Entity Type:</b>	Limited Company (Ltd.): ENGLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87252593	CODE OCEAN	
<b>Serial Number:</b>	87669013	C	
<b>Serial Number:</b>	87669010	C CODE OCEAN	
<b>Serial Number:</b>	90410579	COMPUTE CAPSULE	
<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>	aaron.lewin@jmbdavis.com		
<b>Correspondent Name:</b>	JMB DAVIS BEN-DAVID		
<b>Address Line 1:</b>	11 KIRYAT MADA		
<b>Address Line 2:</b>	PO BOX 45087		
<b>Address Line 4:</b>	JERUSALEM, ISRAEL		
<b>ATTORNEY DOCKET NUMBER:</b>	96088/75.995		
<b>NAME OF SUBMITTER:</b>	AARON LEWIN		
<b>SIGNATURE:</b>	/Aaron Lewin/		
<b>DATE SIGNED:</b>	07/30/2023		
<b>Total Attachments: 4</b>			
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**US IP Agreement**”) dated July 19, 2023, is made by and between (i) **CODE OCEAN, INC.** (the “**Grantor**”), a Delaware corporation, with registered offices at c/o United Corporate Services, Inc., 874 Walker Rd STE C, Dover, DE 19904, and (ii) **KREOS CAPITAL VII (UK) LTD.** (“**Kreos**”), private limited company incorporated in England under registered number 13611522 whose registered office is at 25-28 Old Burlington Street, London, England.

WHEREAS, Kreos and the Grantor have entered into that certain Loan and Security Agreement dated July 19, 2023, for the provision of a loan facility of up to US\$3,000,000 by Kreos to the Grantor (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, the Grantor has agreed, among other things, to grant a first priority charge over the intellectual property of the Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to Loan Agreement, to execute this US IP Agreement for recording with the U.S. Patent and Trademark Office (the “**USPTO**”) on any intellectual property owned by the Grantor throughout the term of this US IP Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. **Grant of Security.** Subject to the provisions of the Loan Agreement, the Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions, but excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 4.2 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. **Security for Obligations.** The grant of a security interest in the Collateral by the Grantor to Kreos under this US IP Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement, or under any other future financing arrangement between the Grantor and Kreos, but excluding any obligations under the Warrant Instrument (the “**Secured Obligations**”).

Section 3. **Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this US IP Agreement.

Section 4. **Right to Request Information.** Without derogating from Grantor’s undertakings under the Loan Agreement, Kreos shall have the right to request, and the Grantor shall promptly provide upon such request (but in any event not later than five (5) business days thereafter), information reasonably

required in order to confirm that Schedule A is updated.

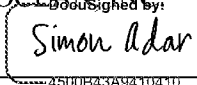
Section 5. Grants, Rights and Remedies. This US IP Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and in the event of any contradiction between this US IP Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Delaware, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent courts of the state of Delaware, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court, provided, however, that Kreos shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

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IN WITNESS WHEREOF, the Grantor and Kreos have caused this U.S. Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

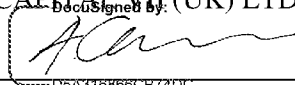
CODE OCEAN, INC.

By:  \_\_\_\_\_  
DocuSigned by:  
7500B43A9410410...

Name: Simon Adar

Title: CEO

KREOS CAPITAL VII (UK) LTD.

By:  \_\_\_\_\_  
DocuSigned by:  
D5A318866CB74DC...

Name: Aris Constantinides

Title: General Partner

**SCHEDULE A**

**Collateral**

Application Number	Registration Number (if applicable)	Type	Filing Date
87252593	5,415,496	Trademark	11/30/2016
87669013	5,635,959	Trademark	11/2/2017
87669010	5,635,958	Trademark	11/2/2017
90410579	6,525,147	Trademark	12/24/2020
90410613		Trademark	12/24/2020