4 \$40.00 66977

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM839660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evozyne, Inc.		09/14/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OrbiMed Royalty & Credit Opportunities IV, LP		
Street Address:	601 Lexington Avenue, 54th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6697744	EVOZYNE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 312.577.8351

Email: lisa.guarnieri@katten.com

Correspondent Name: Lisa Guarnieri
Address Line 1: 525 West Monroe,

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	393624/0005
NAME OF SUBMITTER:	Lisa Guarnieri
SIGNATURE:	/Lisa Guarnieri/
DATE SIGNED:	09/15/2023

Total Attachments: 5

source=12. Evozyne - Trademark Security Agreement (002)#page1.tif source=12. Evozyne - Trademark Security Agreement (002)#page2.tif source=12. Evozyne - Trademark Security Agreement (002)#page3.tif source=12. Evozyne - Trademark Security Agreement (002)#page4.tif

source=12. Evozyne - Trademark Security Agreement (002)#page5.tif

TRADEMARK REEL: 008205 FRAME: 0415

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2023, is made by Evozyne, Inc., a Delaware corporation (the "Borrower"), in favor of OrbiMed Royalty & Credit Opportunities IV, LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), the Borrower has issued to each Secured Party a Secured Convertible Promissory Note dated the date hereof (the "<u>Note</u>", and together with the Purchase Agreement, the "<u>Note Documents</u>"); and

WHEREAS, the Borrower has agreed, pursuant to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Security Agreement) of each Borrower; and

WHEREAS, pursuant to the Security Agreement, the Borrower is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties, and Agent to enter into the Note Documents, the Borrower hereby agrees with Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Grant of Security Interest in Trademark Collateral. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Borrower, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Borrower of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

<u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Borrower hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

1

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Borrower Remains Liable</u>. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

<u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York

[SIGNATURE PAGES FOLLOW]

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

EVOZYNE, INC., as Borrower

_{By:}_Jude Sullivan

Name: Jude Sullivan

Title: Secretary and General Counsel

ACCEPTED AND AGREED

as of the date first above written:

ORBIMED ROYALTY & CREDIT OPPORTUNITES IV, LP,

as Agent

By: OrbiMed ROF IV LLC, its General Partner

By: OrbiMed Advisors LLC, its Managing Member

DocuSigned by:

Matthew Rizzo

B10589F5B12B4B7...

Name: Matthew Rizzo

Title: Member

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark/Application	Serial/ Registration Number	Filing/ Registration Date	Owner	Filing Location
EVOZYNE	90650944/6697744	April 12, 2022	Evozyne, Inc.	USPTO

TRADEMARK APPLICATIONS

None

IP LICENSES

None.

RECORDED: 09/15/2023

TRADEMARK REEL: 008205 FRAME: 0420