

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPB Scientific, Inc.		09/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	4370 La Jolla Village Drive		
Internal Address:	Suite 450		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88786082	C CURATE	
Serial Number:	88774907	CURATE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	09/29/2023		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”) is entered into as of September 27, 2023 by and between Silicon Valley Bank, a division of **FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“**Bank**”), and **GPB SCIENTIFIC, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 8, 2022 (as the same may be amended, modified or supplemented from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement dated as of the date hereof, collectively, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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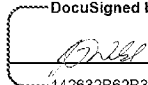
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address:

GPB Scientific, Inc. (d/b/a Curate Biosciences)
2715 Loker Avenue W
Carlsbad, CA 92010
Attn: Jason T. Walsh
Email: secretary@curatebio.com

GRANTOR:

GPB SCIENTIFIC, INC.

DocuSigned by:
By:  _____
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Name: Jason Walsh

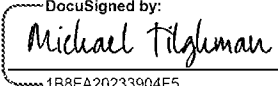
Title: Chief Financial Officer

Address:

Silicon Valley Bank
4370 La Jolla Village Drive, Suite 450
San Diego, CA 92122
Attn: Michael Tilghman
Email: mtilghman@svb.com

BANK:

**FIRST-CITIZENS BANK & TRUST
COMPANY (SUCCESSOR BY PURCHASE
TO THE FEDERAL DEPOSIT INSURANCE
CORPORATION AS RECEIVER FOR
SILICON VALLEY BRIDGE BANK, N.A.
(AS SUCCESSOR TO SILICON VALLEY
BANK))**

DocuSigned by:
By:  _____
1B8FA20233904F5...

Name: Michael Tilghman

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Analysis of rare cell-enriched samples	13737730 (appl.)	1/9/2013
Analysis of rare cell-enriched samples	14794488 (appl.)	7/8/2015
Analysis of rare cell-enriched samples	11762750 (appl.)	6/13/2007
Cell populations with improved production and therapeutic characteristics	17425935 (appl.)	7/26/2021
Combined purification and concentration by deterministic lateral displacement with recirculation of product	17054097 (appl.)	3/12/2021
Deterministic lateral displacement in the preparation of cells and compositions for therapeutic uses	16343754 (appl.)	4/20/2019
Devices and method for enrichment and alteration of cells and other particles	10786817	9/29/2020
Devices and method for enrichment and alteration of cells and other particles	9956562	5/1/2018
Devices and method for enrichment and alteration of cells and other particles	9174222	11/3/2015
Devices and method for enrichment and alteration of cells and other particles	8585971	11/19/2013
Devices and method for enrichment and alteration of cells and other particles	17021100 (appl.)	9/15/2020
Devices and method for enrichment and alteration of circulating tumor cells and other particles	12511028 (appl.)	7/28/2009
Devices and methods for diagnosing, prognosing, or theranosing a condition by enriching rare cells	14717626 (appl.)	5/20/2015
Devices and methods for diagnosing, prognosing, or theranosing a condition by enriching rare cells	13906206 (appl.)	5/30/2013
Devices and methods for enrichment and alteration of cells and other particles	8021614	9/20/2011
Devices and methods for enrichment and alteration of circulating tumor cells and other particles	8921102	12/30/2014
Diagnosis of fetal abnormalities using nucleic acid red blood cells	12172158 (appl.)	7/11/2008
Diagnosis of fetal abnormalities using polymorphisms including short tandem repeats	10591391	3/17/2020

Diagnosis of fetal abnormalities using polymorphisms including short tandem repeats	17850599 (appl.)	6/27/2022
Fetal aneuploidy detection by sequencing	10704090	7/07/20
Fetal cell analysis using sample splitting	8168389	5/1/2012
Methods and devices for multi-step cell purification and concentration	17168081 (appl.)	2/4/2021
Methods and devices for multi-step cell purification and concentration	10976232	4/13/2021
Methods and devices for multi-step cell purification and concentration	16587057 (appl.)	9/30/2019
Methods and systems for processing particles	15329753 (appl.)	1/27/2017
Methods for detecting fetal abnormality	11228454 (appl.)	9/15/2005
Methods for diagnosing, prognosing, or theranosing a condition using rare cells	15870945 (appl.)	1/13/2018
Methods for diagnosing, prognosing, or theranosing a condition using rare cells	13803741 (appl.)	3/14/2013
Methods for diagnosing, prognosing, or theranosing a condition using rare cells	14633522 (appl.)	2/27/2015
Methods for preparing therapeutically active cells using microfluidics	10988734	4/27/2021
Methods for preparing therapeutically active cells using microfluidics	11149251	10/19/2021
Methods for preparing therapeutically active cells using microfluidics	11306288	4/19/2022
Methods for preparing therapeutically active cells using microfluidics	17467385 (appl.)	9/6/2021
Methods for preparing therapeutically active cells using microfluidics	10844353	11/24/2020
Methods for producing cell populations with increased nucleic acid uptake	17732227 (appl.)	4/28/2022
Methods for producing cell populations with increased nucleic acid uptake	17732234 (appl.)	4/28/2022
Methods for producing cell populations with increased nucleic acid uptake	17732230 (appl.)	4/28/2022
Methods for producing cell populations with increased nucleic acid uptake	17732238 (appl.)	4/28/2022
Methods for the Diagnosis of fetal abnormalities	17671161 (appl.)	2/14/2022
Methods for the diagnosis of fetal abnormalities	13306520 (appl.)	11/29/2011
Methods for the diagnosis of fetal abnormalities	13831342 (appl.)	3/14/2013
Methods for the diagnosis of fetal abnormalities	11261492	3/1/2022

Methods for the diagnosis of fetal abnormalities	8137912	3/20/2012
Methods for the diagnosis of fetal abnormalities	10041119	8/7/2018
Methods for the diagnosis of fetal abnormalities	10435751	10/8/2019
Microfluidic cartridges for processing particles and cells	17788697 (appl.)	6/23/2022
Microfluidic cell separation in the assay of blood	13816933 (appl.)	2/13/2013
Microfluidic methods for the preparation of cells	17258716 (appl.)	1/7/2021
Microfluidic processing of leukocytes for molecular diagnostic testing	15478405 (appl.)	4/4/2017
Microfluidic processing of leukocytes for molecular diagnostic testing	14212294 (appl.)	3/14/2014
On-chip microfluidic processing of particles	11493428	11/8/2022
On-chip microfluidic processing of particles	17952701 (appl.)	9/26/2022
Ordered processing of blood products to produce therapeutically active cells	17627353 (appl.)	7/17/2020
Prevention of platelet activation and cell differentiation during the processing of blood-related compositions	17793626 (appl.)	7/18/2022
Rare cell analysis using sample splitting and DNA tags	9347100	5/24/2016
Rare cell analysis using sample splitting and DNA tags	13306640 (appl.)	11/29/2011
Rare cell analysis using sample splitting and DNA tags	9273355	3/1/2016
Rare cell analysis using sample splitting and DNA tags	8372584	2/12/2013
Rare cell analysis using sample splitting and DNA tags	13306698 (appl.)	11/29/2011
Rare cell analysis using sample splitting and DNA tags	9017942	4/28/2015
Rare cell analysis using sample splitting and DNA tags	10155984	12/18/2018
Rare cell analysis using sample splitting and DNA tags	11762747 (appl.)	6/13/2007
System for size based separation and analysis	11229336 (appl.)	9/15/2005
Systems and methods for particle separation and concentration	18261748 (appl.)	1/20/2022
Tagged ligands for enrichment of rare analytes from a mixed sample	10359429	7/23/2019
Tagged ligands for enrichment of rare analytes from a mixed sample	8008032	8/30/2011
Tapered obstacle arrays for particle processing	63217730 (appl.)	7/1/2021

EXHIBIT C

Trademark

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
C CURATE BIOSCIENCES	97231485	01/21/22
CURATE BIOSCIENCES	97231483	01/21/22
C CURATE	88786082	02/05/20
CURATE	88774907	01/27/20

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.