ETAS ID: TM843701

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIOBRIDGES, LLC		08/29/2023	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	DEERPATH FUND SERVICES, LLC, as Agent	
Street Address:	405 Lexington Avenue, 53rd Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10174	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	76699615	BIOBRIDGES	
Serial Number:	86666904	EXPERIENCE THAT WORKS	

CORRESPONDENCE DATA

7132269736 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: 713-226-6000

Email: TMMail@porterhedges.com

Jonathan Pierce **Correspondent Name:** Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

ATTORNEY DOCKET NUMBER:	010997-0334	
NAME OF SUBMITTER:	Jonathan Pierce	
SIGNATURE:	/jmp/	
DATE SIGNED:	10/04/2023	

Total Attachments: 5

source=2023-08-29 PTSA BioBridges - Executed 010997-0334#page1.tif source=2023-08-29 PTSA BioBridges - Executed 010997-0334#page2.tif source=2023-08-29 PTSA BioBridges - Executed 010997-0334#page3.tif

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 29, 2023 (this "**Trademark Security Agreement**"), by BioBridges, LLC, a Massachusetts limited liability company (the "**Grantor**"), in favor of Deerpath Fund Services, LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of August 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on <u>Schedule I</u> attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement or any other Loan Document.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more

counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. <u>Governing Law</u>. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

BIOBRIDGES, LLC

Mark Bowle

Name: Mark Bouck

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

DEERPATH FUND SERVICES, LLC, as the Administrative Agent

By:_Derek Dubois

Name: Derek Dubois Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule I Trademark Registrations and Use Applications

Registrations:

RECORDED: 10/04/2023

Owner	Mark/Name	Registration Date	Registration No.
BioBridges, LLC	BIOBRIDGES	May 4, 2010	3,783,134
BioBridges, LLC	EXPERIENCE THAT WORKS	August 2, 2016	5,014,253

[Signature Page to Trademark Security Agreement]