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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM846826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVITA MEDICAL, INC.		10/18/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DRCO IV LLC				
Street Address:	601 Lexington Avenue, 54th Floor				
Internal Address:	OrbiMed Advisors LLC				
City:	ew York				
State/Country:	NEW YORK				
Postal Code:	10022				
Entity Type:	Limited Liability Company: DELAWARE				

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	6889634	AVITA MEDICAL
Registration Number:	6895110	AVITA MEDICAL
Serial Number:	98208375	AVITA MEDICAL
Serial Number:	97401986	BENEFITS BEYOND CLOSURE
Serial Number:	97894008	RECELL GO
Serial Number:	90849239	REGENERATIVE EPIDERMAL SUSPENSION

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.

Email: akwon@cov.com

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITY CENTER, 850 TENTH ST NW

Address Line 2: ATTN: PATENT DOCKET

Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER:	34550.00113
NAME OF SUBMITTER:	Ashley M. Kwon
SIGNATURE:	/Ashley M. Kwon/

DATE SIGNED:	10/18/2023			
Total Attachments: 4				
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2023 (this "<u>Agreement</u>"), is made by AVITA MEDICAL, INC., a Delaware corporation (the "<u>Grantor</u>"), in favor of ORCO IV LLC, a Delaware limited liability company (together with its Affiliates, successors, transferees and assignees, the "<u>Administrative Agent</u>"), as Administrative Agent for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 18, 2023 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among the Grantor, as Borrower, the Lenders party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of October 18, 2023 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including those Trademarks referred to in Item A of Schedule I hereto and each Trademark license referred to in Item B of Schedule I hereto.

Notwithstanding anything to the contrary, the Trademark Collateral does not include (a) Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent to use" of such Trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or (b) other Excluded Property.

SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the sale of Trademark Collateral to Persons who are not the Borrower or any Subsidiary thereof in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such sale or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all such Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Loan Document</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. <u>Effectiveness</u>. This Agreement shall become effective when a counterpart hereof executed by the Grantor shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

AVITA MEDICAL, INC.

Name: James Corbett

Title:

Chief Executive Officer

Signature Page to Trademark Security Agreement

SCHEDULE I to Trademark Security Agreement

Item A. <u>Trademarks</u>

Trademark	Appl. #	Reg. #	Status	Countr	Appl. Date	Reg Dat e	Int'l Clas s	Owner	Securit y Interes
RECELL GO	2357090		Pending	Australi a	5/17/202 3		010	AVITA Medica 1, Inc.	None
RECELL GO	7268787 0		Pending	China	July 7, 2023		010	AVITA Medica 1, Inc.	None
RECELL GO	1887770 8		Pending	Europea n Union	5/22/202		010	AVITA Medica 1, Inc.	None
RECELL GO	2023- 047249		Pending	Japan	4/28/202		010	AVITA Medica l, Inc.	None
RECELL GO	3912288		Pending	United Kingdo m	5/16/202		010	AVITA Medica l, Inc.	None
AVITA Medical	9715974 2	688963 4	Registere d	United States of America	12/7/202 1	1- Nov -22	010	AVITA Medica 1, Inc.	None
AVITA Medical (stylized)	9715980 5	689511 0	Registere d	United States of America	12/7/202 1	8- Nov -22	010	AVITA Medica l, Inc.	None
AVITA Medical (stylized)(new)	9820837 5		Pending	United States of America	10/3/202		10	AVITA Medica l, Inc.	None
BENEFITS BEYOND CLOSURE	9740198 6		Pending	United States of America	5/9/2022		010	AVITA Medica 1, Inc.	None
RECELL GO	9789400 8		Pending	United States of America	4/18/202 3		010	AVITA Medica l, Inc.	None
REGENERATIV E EPIDERMAL SUSPENSION	9084923 9	-	Abandone d	United States of America	July 26, 2021	-	003, 005	AVITA Medica 1, Inc	None

Item B. <u>Trademark Licenses</u>

RECORDED: 10/18/2023

None