

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847801

<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>
SANGUINE BIOSCIENCES, INC.		10/18/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ankura Trust Company, LLC		
<b>Street Address:</b>	140 Sherman Street, 4th Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98097005	SANGUINE	
<b>Serial Number:</b>	98097064	SANGUINE	
<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>	akwon@cov.com		
<b>Correspondent Name:</b>	COVINGTON & BURLING LLP		
<b>Address Line 1:</b>	ONE CITY CENTER, 850 TENTH ST NW		
<b>Address Line 2:</b>	ATTN: PATENT DOCKET		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	044618.00019		
<b>NAME OF SUBMITTER:</b>	Ashley M. Kwon		
<b>SIGNATURE:</b>	/Ashley M. Kwon/		
<b>DATE SIGNED:</b>	10/23/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of October 18, 2023 (this "Agreement"), is made by SANGUINE BIOSCIENCES, INC., a Delaware corporation (the "Grantor"), in favor of Ankura Trust Company, LLC, in its capacity as administrative and collateral agent (the "Agent") for the Lenders.

Pursuant to that certain Loan, Guaranty and Security Agreement, dated as of October 18, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make Loans to the Borrower upon and subject to the terms and conditions set forth therein.

In connection with the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

In consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make the Loans to the Borrower thereunder, and to induce the Agent to act in its agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Agent, for the benefit of the Lenders, as follows:

SECTION 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges, collaterally assigns and transfers to the Agent, for the benefit of the Lenders, and grants to the Agent, for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (including applications thereof) and all Trademark licenses providing for the grant by or to the Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 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 any and all claims for damages by way of past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

SECTION 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Liens and security interests granted to the Agent for the benefit of the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and the obligations of the Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and the Trademark licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format (“.pdf”), or any similar format, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

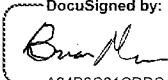
SECTION 7. Loan Documents. This Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

*[signatures begin on next page]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR

SANGUINE BIOSCIENCES, INC., as  
Grantor

By  \_\_\_\_\_  
Name: Brian Neman  
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ANKURA TRUST COMPANY, LLC, as  
Agent

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR

SANGUINE BIOSCIENCES, INC., as  
Grantor

By \_\_\_\_\_  
Name:  
Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:


ANKURA TRUST COMPANY, LLC, as  
Agent

By  \_\_\_\_\_  
Name: Krista Gulalo  
Title: Managing Director

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

Trademark	Registered Owner	Registration No. / Application No.	Registration Date / Application Date	Status	Jurisdiction
SANGUINE	Sanguine BioSciences, Inc.	98097005	07/21/2023	Application	United States
	Sanguine BioSciences, Inc.	98097064	07/21/2023	Application	United States