

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIO X CELL, LLC		11/06/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fidelity Direct Lending LLC, as Administrative Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6865992	BIOXCELL	
Registration Number:	6863861	RECOMBIMAB	
Registration Number:	6626947	INVIVOMAX	
Registration Number:	6607705	INVIVOCYTE	
Registration Number:	6189508	INVIVOSIM	
Registration Number:	6112082	BIO X CELL - KOREA	
Registration Number:	6112090	BIO X CELL KOREA	
Registration Number:	5348076	SUPERMAB	
Registration Number:	5094530	BIO X CELL	
Registration Number:	4985410	INVIVOPURE	
Registration Number:	4979925	READYTAG	
Registration Number:	4753297	READYMAB	
Registration Number:	4540514	INVIVOPLUS	
Registration Number:	4405006	INVIVOMAB	
Registration Number:	4476918	BIO X CELL	
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>			

CH \$390.00 6865992

Phone: 312.577.8544
Email: sharon.elkin@katten.com
Correspondent Name: Sharon Elkin c/o Katten Muchin Rosenman
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 396337-00048

NAME OF SUBMITTER: Sharon Elkin

SIGNATURE: /Sharon Elkin/

DATE SIGNED: 11/06/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by the entity listed on the signature pages hereof as a “Grantor” (the “Grantor”), in favor of Fidelity Direct Lending LLC (“Fidelity”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 6, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WCI-BXC Purchaser, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Fidelity, as the Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of November 6, 2023, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those Trademarks 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, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 3. Counterparts. 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. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 4. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

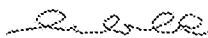
Section 5. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantor, promptly execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

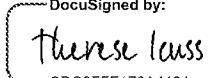
The undersigned is executing this Trademark Security Agreement on behalf of and at the direction of the Company, and not in any individual capacity.

BIO X CELL, LLC, as Grantor

By: 
Name: Klaus Lubbe
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:



FIDELITY DIRECT LENDING LLC, as the Administrative Agent

DocuSigned by:

By: _____
Name: Therese Icuss
Title: Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
BIOXCELL	USA	97071757 13-OCT- 2021	6865992 04-OCT-2022	BIO X CELL, INC.
RECOMBIMAB	USA	97012359 04-SEP- 2021	6863861 04-OCT-2022	BIO X CELL, LLC.
INVIVOMAX	USA	90535268 19-FEB- 2021	6626947 25-JAN-2022	BIO X CELL, INC.
INVIVOCYTE	USA	90535935 19-FEB- 2021	6607705 04-JAN-2022	BIO X CELL, INC.
INVIVOSIM	USA	88878733 20-APR- 2020	6189508 03-NOV-2020	BIO X CELL, INC.
BIO X CELL - KOREA	USA	88715985 05-DEC- 2019	6112082 28-JUL-2020	BIO X CELL, INC.
BIO X CELL KOREA 	USA	88716690 05-DEC- 2019	6112090 28-JUL-2020	BIO X CELL, INC.
SUPERMAB	USA	87441967 09-MAY- 2017	5348076 28-NOV-2017	BIO X CELL, INC.
BIO X CELL 	USA	86959827 31-MAR- 2016	5094530 06-DEC-2016	BIO X CELL, INC.
INVIVOPURE	USA	86761997 19-SEP- 2015	4985410 21-JUN-2016	BIO X CELL, INC.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
READYTAG	USA	86731004 20-AUG- 2015	4979925 14-JUN-2016	BIO X CELL, INC.
READYMAB	USA	86334976 11-JUL- 2014	4753297 09-JUN-2015	BIO X CELL, INC.
INVIVOPLUS	USA	86018647 24-JUL- 2013	4540514 27-MAY-2014	BIO X CELL, INC.
INVIVOMAB	USA	85902767 12-APR- 2013	4405006 17-SEP-2013	BIO X CELL, INC.
BIO X CELL	USA	85787179 26-NOV- 2012	4476918 04-FEB-2014	BIO X CELL, INC.

2. TRADEMARK APPLICATIONS

None.