#### 900813927 11/14/2023

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM853384

**SUBMISSION TYPE:** RESUBMISSION

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

**RESUBMIT DOCUMENT ID:** 900795917

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KREOS CAPITAL VI (UK) LIMITED		08/23/2023	Limited Liability Company: UNITED KINGDOM

### **RECEIVING PARTY DATA**

Name:	VectivBio AG
Street Address:	Aeschenvorstadt 36
City:	Basel
State/Country:	SWITZERLAND
Postal Code:	4051
Entity Type:	Private Limited Company: SWITZERLAND

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6285701	VECTIVBIO
Registration Number:	6522885	VECTIV

### **CORRESPONDENCE DATA**

Fax Number: 2062240779

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: 206-682-8100 Email: efiling@cojk.com **Correspondent Name:** Makiko Coffland

Address Line 1: Christensen O'Connor Johnson Kindness

1201 Third Avenue, Suite 3600 Address Line 2: Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 3929-G001 NAME OF SUBMITTER: Makiko Coffland **SIGNATURE:** /Makiko Coffland/ **DATE SIGNED:** 11/14/2023

**Total Attachments: 3** 

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# RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This AGREEMENT ("Agreement") is dated 23 August 2023 and is made by reference to that certain RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST effective as of 30 June 2023 ("Release Effective Date") and granted by KREOS CAPITAL VI (UK) LIMITED (the "Collateral Agent"), a limited liability company incorporated under the laws of England and Wales with company number 11535385 (together with its successors and assigns), as collateral agent for the secured parties under the Loan Agreement (the "Secured Parties"), in favor of VectivBio AG, a private Swiss company limited by shares (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain TRADEMARK SECURITY AGREEMENT dated as of March 26, 2022 (the "Security Agreement") among the Grantor and the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent that certain Security Agreement.

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007672, Frame 0364-0372 on March 28, 2022;

WHEREAS, on the Release Effective Date the Collateral Agent released and reassigned to the Grantor any and all right, title and interest the Collateral Agent and the Secured Parties had in the IP Collateral pursuant to the Security Agreement; and

WHERAS, the Grantor has requested that the Collateral Agent enter into this Agreement to evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties had in the IP Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

- 1. Release of Security Interest. On the Release Effective Date the Collateral Agent terminated the Security Agreement and terminated, released and discharged any and all security interests that it had pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigned to the Grantor any and all right, title and interest that it had, in, to and under the following (collectively, the "IP Collateral"):
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

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- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions in the United States and Canada;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances.</u> Collateral Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Agreement.
- 3. 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 shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

### [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Kreos Capital VI (UK) Limited

as Collateral Agent

Name: SEM DUNNE

Title: DIRECTOR.

Address for Notices:

## SCHEDULE 1

### **TRADEMARKS**

## **Trademark Registrations**

Mark	Jurisdictio n	Registration Number	Registration Date	Record Owner
VECTIVBIO	US	6285701	2019-06-11	VectivBio AG
VECTIV	US	6522885	2019-06-11	VectivBio AG

## **Trademark Applications**

Mark	Jurisdictio n	Application Number	Filing Date	Record Owner
APRYLI	US	IR 1677638	2202-06-20	VectivBio AG
KYNPRI	US	IR 1701617	2022-06-20	VectivBio AG
APTYCA	US	IR 1677636	2022-06-20	VectivBio AG
VECTIV	CA	1968837	2019-06-11	VectivBio AG
VECTIVBIO	CA	1968836	2019-06-11	VectivBio AG
APRYLI	CA	IR 1677638	2202-06-20	VectivBio AG
KYNPRI	CA	IR 1701617	2022-06-20	VectivBio AG
APTYCA	CA	IR 1677636	2022-06-20	VectivBio AG

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**RECORDED: 08/25/2023**