

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857298

<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>
Nanotronics Imaging, Inc.		11/30/2023	Corporation: DELAWARE
Nanotronics Health LLC		11/30/2023	Limited Liability Company: DELAWARE
Cubefabs Inc.		11/30/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orbimed Royalty & Credit Opportunities IV, LP		
<b>Street Address:</b>	601 Lexington Avenue 54th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7207620	NSPEC	
<b>Registration Number:</b>	7207628	PRISM	
<b>Registration Number:</b>	3616666	NANOTRONICS	
<b>Registration Number:</b>	3966073	NSPEC	
<b>Registration Number:</b>	4104870	NSCAN	
<b>Registration Number:</b>	4087571	NPROCESS	
<b>Registration Number:</b>	4087572	NCONTROL	
<b>Registration Number:</b>	4088012	NPLACE	
<b>Registration Number:</b>	4263598	NPATH	
<b>Registration Number:</b>	6185549	AIPC	
<b>Registration Number:</b>	5748511	N	
<b>Registration Number:</b>	5959874	NPATH	
<b>Registration Number:</b>	6268148	FUTURE OF ACCESS	
<b>Registration Number:</b>	6286289	NHALE	
<b>Registration Number:</b>	6245485	NH	
<b>Registration Number:</b>	7012942	NANOTRONICS HEALTH	
<b>Registration Number:</b>	6799144	NANOTRONICS HEALTH	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	6579671	IFC
Registration Number:	6403501	NSCAN
Serial Number:	90534719	NTELLIGENCE
Serial Number:	90729025	NPUT
Serial Number:	90770865	SAIDAC
Serial Number:	97419627	CUBEFABS
Serial Number:	97470260	NCONTROL
Serial Number:	97470265	NCONTROL FUELED BY AIPC
Serial Number:	97470268	FUELED BY AIPC
Serial Number:	97470270	AIPC BOARD
Serial Number:	97470274	THE BOARD
Serial Number:	97470275	DLC CLOUD
Serial Number:	97470279	DLC EDGE
Serial Number:	97470282	CLEANCUBE
Serial Number:	97470285	IMMUNE SYSTEM FOR THE FACTORY
Serial Number:	97470288	NTWO
Serial Number:	97470293	DLC
Serial Number:	97501106	NCONTROL LIVE
Serial Number:	97598748	NDEX
Serial Number:	97710989	NANOTRONICS

**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.*

**Phone:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2187139 TM
<b>NAME OF SUBMITTER:</b>	Monet Zaccarelli
<b>SIGNATURE:</b>	/Monet Zaccarelli/
<b>DATE SIGNED:</b>	11/30/2023

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2023 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of OrbiMed Royalty & Credit Opportunities IV, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as November 30, 2023 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security

Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages Follow]*

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

**NANOTRONICS IMAGING, INC.**

By: Matthew Putman  
Name: Matthew Putman  
Title: Chief Executive Officer

**NANOTRONICS HEALTH LLC**

By: Matthew Putman  
Name: Matthew Putman  
Title: Chief Financial Officer

**CUBEFABS INC.**

By: Matthew Putman  
Name: Matthew Putman  
Title: Chief Executive Officer

Accepted and Agreed:

**ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV, LP**, as administrative agent

By OrbiMed ROF IV LLC, its General Partner

By: OrbiMed Advisors LLC, its Managing Partner

By:   
Name: Matthew Rizzo  
Title: Member

Address for Notices:

OrbiMed Royalty & Credit Opportunities IV, LP  
c/o OrbiMed Advisors LLC  
601 Lexington Avenue 54th Floor  
New York, NY 10022  
Attention: Matthew Rizzo; OrbiMed Credit Reporting  
Email: RizzoM@OrbiMed.com; RoSCreditOps@OrbiMed.com

With a copy (which shall not constitute notice) to:

Morrison & Foerster LLP  
250 West 55th Street  
New York, NY 10019  
Attn: Mark S. Wojciechowski  
Tel.: (212) 468 - 8079  
Email: MWojciechowski@mof.com

**TRADEMARKS**Trademark Registrations and Applications

\*NI = Nanotronics Imaging, Inc.; NH = Nanotronics Health, LLC.; CF = Cubefabs Inc.

**United States Trademarks and Applications**

<u>Matter Title</u>	<u>Status</u>	<u>Class. Numbers</u>	<u>Application Number</u>	<u>App. Date/Filing Date</u>	<u>Registration Number</u>	<u>Owners (Current)</u>
NSPEC	Registered	9	97730729	12/23/2022	7207620	NI
PRISM	Registered	9	97749628	01/11/2023	7207628	NI
NANOTRONICS	Registered	9	77209809	06/19/2007	3616666	NI
NSPEC	Registered	9	85138938	09/27/2010	3966073	NI
NSCAN	Registered	9	85342247	06/09/2011	4104870	NI
NPROCESS	Registered	9	85342253	06/09/2011	4087571	NI
NCONTROL	Registered	9	85342266	06/09/2011	4087572	NI
NPLACE	Registered	7	85355561	06/24/2011	4088012	NI
NPATH	Registered	9	85546232	02/17/2012	4263598	NI
AIPC	Registered	42	87794686	02/12/2018	6185549	NI
N	Registered	7, 9, 42	87818274	03/02/2018	5748511	NI



NPATH	Registered	9	88488089	06/25/2019	5959874	NI
FUTURE OF ACCESS	Registered	35, 41	88775107	01/27/2020	6268148	NI
NHALE	Registered	10	88884147	04/23/2020	6286289	NI
NH	Registered	10	90046390	07/10/2020	6245485	NI
NANOTRONICS HEALTH	Registered	42	90121470	08/18/2020	7012942	NH
NANOTRONICS HEALTH	Registered	10	90976770	08/18/2020	6799144	NH
IFC	Registered	42	90248430	10/12/2020	6579671	NI
NSCAN	Registered	9	90287449	10/29/2020	6403501	NI
NTELLIGENCE	Registered	42	90534719	02/18/2021	90534719	NI
NPUT	Pending	10	90729025	05/23/2021		NH
SAIDAC	Pending	9	90770865	06/12/2021		NI
CUBEFABS	Pending	9, 40, 42	97419627	05/19/2022		CF
NCONTROL	Pending	9, 42	97470260	06/22/2022		NI
NCONTROL FUELED BY AIPC	Pending	9, 42	97470265	06/22/2022		NI
FUELED BY AIPC	Pending	9, 42	97470268	06/22/2022		NI

AIPC BOARD	Pending	9, 42	97470270	06/22/2022		NI
THE BOARD	Pending	9, 42	97470274	06/22/2022		NI
<b>DLC CLOUD</b>	<b>Pending</b>	<b>42</b>	<b>97470275</b>	<b>06/22/2022</b>		<b>NI</b>
<b>DLC EDGE</b>	<b>Pending</b>	<b>9</b>	<b>97470279</b>	<b>06/22/2022</b>		<b>NI</b>
<b>CLEANCUBE</b>	<b>Pending</b>	<b>9</b>	<b>97470282</b>	<b>06/22/2022</b>		<b>NI</b>
<b>IMMUNE SYSTEM FOR THE FACTORY</b>	<b>Pending</b>	<b>9, 42</b>	<b>97470285</b>	<b>06/22/2022</b>		<b>NI</b>
<b>NTWO</b>	<b>Pending</b>	<b>9</b>	<b>97470288</b>	<b>06/22/2022</b>		<b>NI</b>
<b>DLC</b>	<b>Pending</b>	<b>9</b>	<b>97470293</b>	<b>06/22/2022</b>		<b>NI</b>
<b>NCONTROL LIVE</b>	<b>Pending</b>	<b>9</b>	<b>97501106</b>	<b>07/13/2022</b>		<b>NI</b>
<b>NDEX</b>	<b>Pending</b>	<b>9, 42</b>	<b>97598748</b>	<b>09/20/2022</b>		<b>NI</b>
<b>NANOTRONICS</b>	<b>Pending</b>	<b>9, 42</b>	<b>97710989</b>	<b>12/09/2022</b>		<b>NI</b>

**Global Trademarks and Applications**

Matter Title	Status	Designations (WIPO)	IP Office	Class. Numbers	Application Number	App. Date/Filing Date	Registration Number	Owners (Current)
nHALE	Registered		India (IP)		4726407	10/31/2020	4726407	NI
CUBEFABS	Registered		Kuwait (KTMPD)	40	2023/001280	02/09/2023	KW1648114	NI
Nanotronics	Registered		Philippines (IPOPHEIL)	9, 42	4-2022-531340	12/16/2022	4-2022-531340	NI
CUBEFABS	Registered		Saudi Arabia (SATMO)	9	381841	11/20/2022	1444015256	NI
CUBEFABS	Registered		Saudi Arabia (SATMO)	40	381847	11/20/2022	1444015258	NI
NANOTRONICS	Registered		Saudi Arabia (SATMO)	9	400484	01/27/2023	1444024554	NI
AIPC	Pending		Taiwan (TIPO)	42	111092220	12/22/2022		NI
NCONTROL FUELED BY AIPC	Pending (final step, reg fee paid)		Taiwan (TIPO)	9	111092184	12/22/2022		NI
AIPC BOARD	Pending (final step, reg fee paid)		Taiwan (TIPO)	9	111092190	12/22/2022		NI

FUELED BY AIPC	Pending (final step, reg fee paid)		Taiwan (TIPO)	9	111092217	12/22/2022		NI
THE BOARD	Pending (final step, reg fee paid)		Taiwan (TIPO)	42	111092197	12/22/2022		NI
DLC EDGE	Pending (final step, reg fee paid)		Taiwan (TIPO)	9	111092211	12/22/2022		NI
NSPEC	Registered		Taiwan (TIPO)	9	110008444	02/04/2021	02168436	NI
NANOTRONICS	Registered		Taiwan (TIPO)	9	110008443	02/04/2021	02188826	NI
CUBEFABS	Pending		Taiwan (TIPO)	9	112015436	03/13/2023		CF
CUBEFABS	Reg at WIPO, still processing at individual country level	Egypt; United Arab Emirates	WIPO (WIPO Madrid)	9, 9, 40, 40	1717912	02/24/2023	1717912	CF
nControl Fueled by AIPC	Reg at WIPO, Reg at EU and UK and still processing at individual country level for other countries	Egypt; <b>European Union</b> ; India; Japan; Singapore; South Korea; <b>United Kingdom</b>	WIPO (WIPO Madrid)	9, 42		01/18/2023	1710514	NI
AIPC	Reg at WIPO, Reg at EU and UK and still processing at	Egypt; <b>European Union</b> ; India; Japan; Singapore;	WIPO (WIPO Madrid)	42		01/25/2023	1712041	NI

	individual country level for other countries	South Korea; United Kingdom							
AIPC BOARD	Reg at WIPO, Reg at Japan, EU and UK and still processing at individual country level for other countries	Egypt; European Union; India; Japan; Singapore; South Korea; United Kingdom	WIPO (WIPO Madrid)	9, 42			01/20/2023	1711130	NI
DLC EDGE	Reg at WIPO, Reg EU and UK and pending elsewhere. (Dropped in India after Office Action)	European Union; India; Japan; Singapore; South Korea; United Kingdom	WIPO (WIPO Madrid)	9			01/10/2023	1709050	NI
Fueled by AIPC	Reg at WIPO, Reg at Japan, EU and UK and still processing at individual country level for other countries	Egypt; European Union; India; Japan; Singapore; South Korea; United Kingdom	WIPO (WIPO Madrid)	9, 42			01/20/2023	1711126	NI
nSpec	Reg at WIPO, Reg at EU and UK and still processing at individual	Egypt; European Union; India; Japan; South Korea; United Kingdom	WIPO (WIPO Madrid)	9			01/11/2023	1709283	NI

	country level for other countries									
NANOTRONICS	Reg at WIPO, Reg at EU and UK and still processing at individual country level for other countries	China; Egypt; <b>European Union</b> ; India; Israel; Japan; Singapore; South Korea; <b>United Kingdom</b>	WIPO (WIPO Madrid)	9			01/25/2023	1712201	NI	