

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRICHAIN, INC.		12/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE OWL CAPITAL CORPORATION, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3749196	INTEGRICHAIN	
Registration Number:	6299380	ICYTE	
Registration Number:	6294930	ICYTE PLATFORM	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2214011 TM		
NAME OF SUBMITTER:	Jenny Lim		
SIGNATURE:	/Jenny Lim/		
DATE SIGNED:	12/19/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is among the Person listed on the signature pages hereof (the “Grantor”) and BLUE OWL CAPITAL CORPORATION, as Collateral Agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, INDIKAMI BIDCO, LLC, a Delaware limited liability company (the “Parent Borrower”) and INDIKAMI MIDCO, LLC, a Delaware limited liability company (“Holdings”) have entered into the Credit Agreement, dated as of December 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), together with each Additional Borrower, if any, each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and BLUE OWL CAPITAL CORPORATION, as administrative agent (in such capacity, together with any successor administrative agent, the “Administrative Agent”) and Collateral Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the L/C Issuers from time to time, the entry by the Hedge Banks into Secured Hedge Agreements from time to time and the entry by the Cash Management Banks into Secured Cash Management Agreements from time to time, the Grantor has executed and delivered that certain Security Agreement, dated December 19, 2023, among the Grantor and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned Grantor hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned Grantor’s right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned Grantor, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

- (i) all United States trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in any United States “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application (or any registration that may issue therefrom) under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. Section 10.16 and 10.17 of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

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

INTEGRICHAIN, INC., as Grantor

By: _____

Name: Darren Weiss

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008292 FRAME: 0509

BLUE OWL CAPITAL CORPORATION, as
Collateral Agent

By: 
Name: Jon ten Oever
Title: Authorized Signatory

Schedule A

Trademarks

	Owner	Trademark	Jurisdiction	Application / Registration Number	Application / Registration Date
1.	IntegriChain, Inc.	INTEGRICHAIN	U.S.	3,749,196	2/16/2010
2.	IntegriChain, Inc.	ICyte	U.S.	6,299,380	3/23/2021
3.	IntegriChain, Inc.	ICYTE PLATFORM (and design)	U.S.	6,294,930	3/16/2021