

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prolacta Bioscience, Inc.		12/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP, as Collateral Agent		
Street Address:	One Eagle Place		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: GREAT BRITAIN		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3705104	ADVANCING THE SCIENCE OF HUMAN MILK	
Registration Number:	6847305		
Registration Number:	3870402	H2MF	
Registration Number:	3756064	PREMIELACT	
Registration Number:	3777005	PROLACT+10	
Registration Number:	3777007	PROLACT+4	
Registration Number:	3777006	PROLACT+6	
Registration Number:	3777004	PROLACT+8	
Registration Number:	4637899	PROLACT CR	
Registration Number:	4637805	PROLACT HM	
Registration Number:	3339735	PROLACTA	
Registration Number:	3085754	PROLACTA BIOSCIENCE	
Registration Number:	6479261	SURGIFORT	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		

CH \$340.00 3705104

Correspondent Name: John P. Prusakowski
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 33858.013

NAME OF SUBMITTER: John P. Prusakowski

SIGNATURE: /John P. Prusakowski/

DATE SIGNED: 12/21/2023

Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of December 21, 2023, (this “Agreement”), among Prolacta Bioscience, Inc., a Delaware corporation (the “Grantor”), and Hayfin Services LLP, as Collateral Agent.

WHEREAS, Emerald Debt Merger Sub, LLC, a Delaware limited liability (the “Initial Borrower”); the Grantor; Emerald US Midco, Inc., a Delaware corporation (“Holdings”); the Lenders from time to time party thereto and Hayfin Services LLP, as Administrative Agent (together with its successors and assigns, the “Administrative Agent”) and Collateral Agent have entered into the Credit Agreement, dated as of December 21, 2023 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Lenders have agreed to extend credit to the Initial Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that certain Security Agreement, dated as of December 21, 2023 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Initial Borrower, Holdings, the other Grantors named therein and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those U.S. trademark registrations and applications listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) rights and privileges arising under applicable laws with respect to the use of the foregoing, (ii) renewals and extensions thereof, (iii) proceeds, income, fees, royalties,

damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (iv) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (v) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PROLACTA BIOSCIENCE, INC.,
as the Grantor

By: Scott Elster
Name: Scott Elster
Title: President

HAYFIN SERVICES LLP, as Collateral Agent

By: 
Name: Erica Hughes
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008296 FRAME: 0627

Schedule I

United States Trademark Registrations and Trademark Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ADVANCING THE SCIENCE OF HUMAN MILK	77/714062	4/15/2009	3705104	11/3/2009	Prolacta Bioscience, Inc.
Blossom Design	90/027942	6/30/2020	6847305	9/13/2022	Prolacta Bioscience, Inc.
H2MF	85/000064	3/27/2010	3870402	11/2/2010	Prolacta Bioscience, Inc.
HUMAVANT	79/252301	11/9/2018	5887729	10/22/2019	Prolacta Bioscience, Inc.
PREMIEFORT	79/309499	10/27/2020	6756339	6/14/2022	Prolacta Bioscience, Inc.
PREMIELACT	77/714059	4/15/2009	3756064	3/2/2010	Prolacta Bioscience, Inc.
PROLACT+10	77/714039	4/15/2009	3777005	4/20/2010	Prolacta Bioscience, Inc.
PROLACT+4	77/714055	4/15/2009	3777007	4/20/2010	Prolacta Bioscience, Inc.
PROLACT+6	77/714043	4/15/2009	3777006	4/20/2010	Prolacta Bioscience, Inc.
PROLACT+8	77/714037	4/15/2009	3777004	4/20/2010	Prolacta Bioscience, Inc.
PROLACT CR	85/894189	4/3/2013	4637899	11/11/2014	Prolacta Bioscience, Inc.
PROLACT HM	85/847419	2/12/2013	4637805	11/11/2014	Prolacta Bioscience, Inc.
PROLACTA	78/912616	6/20/2006	3339735	11/20/2007	Prolacta Bioscience, Inc.
PROLACTA BIOSCIENCE	76/327742	10/19/2001	3085754	4/25/2006	Prolacta Bioscience, Inc.

SURGIFORT	87/723004	12/15/2017	6479261	9/7/2021	Prolacta Bioscience, Inc.
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