

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIUM, INC.		06/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5638349	VIUM	
Registration Number:	5215140	VIUM	
Serial Number:	86631430	DIGITAL VIVARIUM	
Serial Number:	86630558	MOUSERA	
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:	(650) 843-5801		
Email:	jgu@cooley.com		
Correspondent Name:	JENNIFER GU C/O COOLEY LLP		
Address Line 1:	3175 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	194491-1883		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	06/25/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of June 17, 2020, by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”) and **VIUM, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of April 11, 2017 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. 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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VUM, INC
Digitally signed by:

Laura Schaevitz

By: Laura Schaevitz

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK
Digitally signed by:

Justin Mauch

By: Justin Mauch

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Device and method for multi-dimensional classification of rodent vocalizations	10,463,017	11/5/19
Animal marking machine	10,455,808	10/29/19
Device and method of restricting animal litter movement	10,455,806	10/29/19
Device and method of correlating rodent vocalizations with rodent behavior	10,440,939	10/15/19
Method of measuring efficacy of treatment for multiple sclerosis	10,420,503	9/24/19
Method of analyzing animal urine	10,416,084	9/17/19
Communicating scale	10,413,627	9/17/19
Method and apparatus for determining physiological characteristics of experimental animals based upon infrared and visible light images	10,398,316	9/3/19
Experimental animal cages including a thermographically transparent window	10,375,924	8/13/19
Method of assembly of a modular sterile facility	10,306,866	6/4/19
Non-contact detection of physiological characteristics of experimental animals	10,292,369	5/21/19
Method of reading arbitrary symbols	10,275,686	4/30/19
Device and method of measuring animal health	10,274,433	4/30/19
Method of early detection of multiple sclerosis	10,244,979	4/2/19
Method of measuring animal health using motion vector analysis	10,188,321	1/29/19
Method of reading degraded symbols	10,176,397	1/8/19
Sterile modular facility	10,136,612	11/27/18
Animal cage	10,130,071	11/20/18
Code for animal ID marking	10,114,994	10/30/18
Method of generating codes for animal marketing	10,108,828	10/23/18
Device and method of correlating rodent vocalizations with rodent behavior	10,089,435	10/2/18
Method and apparatus for determining metabolic characteristics of experimental animals	10,064,392	9/4/18
Device, system and method of interconnecting doorways	10,036,197	7/31/18

Animal monitoring device and method	9,986,716	6/5/18
Code for animal ID marking	9,984,268	5/29/18
Method of reading animal marks	9,734,373	8/15/17
Method of measuring gut transit time in animals	9,700,257	7/11/17
Sterilizable wireless animal scale	9,671,276	6/6/17
Coding for animal ID marking	9,578,853	2/28/17
Device and method of animal reward	9,485,966	11/8/16
Method of measuring efficacy of treatment for an autoimmune disease in vivarium animals	16/578,298	9/21/19
Method of measuring efficacy of treatment for multiple sclerosis	16/426,646	5/30/19
Animal exercise wheel	15/850,665	12/21/17
Tracklets	15/849,519	12/20/17
Identification tags	15/849,430	12/20/17
Device and method of animal husbandry equipment	15/849,239	12/20/17
Method of early detection of multiple sclerosis	16/269,924	2/7/19
Device and method of using rodent vocalizations for automatic classification of animal behavior	15/667,494	8/2/17
Device and method of automatic classification of animal behaviors using vocalizations	15/667,467	8/2/17
Device and method of identification and classification of rodent cognition and emotion	15/667,836	8/3/17
Method of measuring reaction time in animals	15/364,110	11/29/16
Method of predicting severity of multiple sclerosis	15/282,576	9/30/16
Method of collecting data for treatment of disease in vivarium animals	15/282,409	9/30/16
Scale	15/395,976	12/30/16
System and method of measured drug efficacy using non-invasive testing	15/851,222	12/21/17
Sterilizable wireless animal scale	10,634,548	4/28/20
Devices for selectively releasing volatile compounds	10,596,198	3/24/20
Centrifuge housing	D877,354	3/3/20
Method for drug approval using motion vector analysis	10,568,567	2/25/20

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DIGITAL VIVARIUM	86631430	5/15/15
MOUSERA	86630558	5/15/15
VIUM	5638349	12/25/18
VIUM	5215140	5/30/17

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.