# CH \$640.00 56

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM678679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BIOIVT HOLDINGS, LLC		10/01/2021	Limited Liability Company: DELAWARE
ASCENDANCE BIOTECHNOLOGY, INC.		10/01/2021	Corporation: DELAWARE
ASTERAND BIOSCIENCE, INC.		10/01/2021	Corporation: DELAWARE
ASTERAND US ACQUISITION CORPORATION		10/01/2021	Corporation: DELAWARE
QUALYST TRANSPORTER SOLUTIONS LLC		10/01/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	ARES CAPITAL CORPORATION
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

# **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark	
Registration Number:	5669069	ACCULIVER	
Registration Number:	5381020	ASCENDANCE	
Registration Number:	5148186	ASCENDANCE	
Registration Number:	4763902	ASTERAND BIOSCIENCE	
Registration Number:	3034992	ASTERAND PARTNERS IN HUMAN TISSUE RESEAR	
Registration Number:	2593077	ASTERAND	
Registration Number:	4759591	ASTERAND BIOSCIENCE	
Registration Number:	3326305	B-CLEAR	
Registration Number:	5597402	BIOIVT	
Registration Number:	5959368	BIOIVT ELEVATING SCIENCE	
Registration Number:	5131720	BIORECLAMATIONIVT	

TRADEMARK REEL: 007441 FRAME: 0660

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Property Type	Number	Word Mark	
Registration Number:	5950297	BSC TARGET A CURE. BIOLOGICAL SPECIALTYC	
Registration Number:	6017576	CTLS TARGET A CURE CLINICAL TRIALS LABOR	
Registration Number:	5710884	ELEVATING SCIENCE	
Registration Number:	4901841	FORVANTAGE	
Registration Number:	4739801	HEPATOMUNE	
Registration Number:	4384178	HEPATOPAC	
Registration Number:	4227770	LEUKOMAX	
Registration Number:	5131722	LIVERPOOL	
Registration Number:	5825612	OPTI-EXPRESSION	
Registration Number:	5131721	SERATRIALS	
Registration Number:	5825795	TRANSFLEX	
Registration Number:	5477343	TRANSPORTER CERTIFIED	
Registration Number:	5643589	ORGANDOT	
Registration Number:	5643562	XPRESSWAY	

#### **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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:** 617.526.9844

**Email:** ypan@proskauer.com

Correspondent Name: Matthew Burton
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	70578-043
NAME OF SUBMITTER:	Matthew Burton
SIGNATURE:	/Matthew Burton/
DATE SIGNED:	10/03/2021

#### **Total Attachments: 6**

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021 (this "<u>Agreement</u>"), is made by BIOIVT HOLDINGS, LLC, ASCENDANCE BIOTECHNOLOGY, INC., ASTERAND BIOSCIENCE, INC., ASTERAND US ACQUISITION CORPORATION, and QUALYST TRANSPORTER SOLUTIONS LLC, (each a "<u>Grantor</u>" and collectively the "<u>Grantors</u>"), in favor of ARES CAPITAL CORPORATION, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "<u>Administrative Agent</u>").

WHEREAS, each Grantor entered into a Guarantee and Collateral Agreement dated as of October 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantors, each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 2. <u>Security Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

#### BIOIVT HOLDINGS, LLC

Name: Piyush Shukla Title: President

ASCENDANCE BIOTECHNOLOGY, INC.

Name: Piyush Shukla Title: President

ASTERAND BIOSCIENCE, INC.

Ву:

Name: Piyush Shukla Title: President

ASTERAND US ACQUISITION CORPORATION

Name: Piyush Shukta
Title: Proct 4

Title: President

QUALYST TRANSPORTER SOLUTIONS LLC

Name: Piyush Shukla Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ARES CAPITAL CORPORATION,

as Administrative Agent

By:

Name: David Schwartz Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

## **SCHEDULE A**

## to

# **Trademark Security Agreement**

# **U.S. TRADEMARK REGISTRATIONS**

Trademark	Registration No.	Owner
ACCULIVER	5669069	BIOIVT HOLDINGS, LLC
ASCENDANCE	5381020	ASCENDANCE
		BIOTECHNOLOGY, INC.
ASCENDANCE	5148186	ASCENDANCE
		BIOTECHNOLOGY, INC.
Magterand Side-Circles CE	4763902	ASTERAND BIOSCIENCE,
		INC.
	3034992	ASTERAND US
Asférand		ACQUISITION
Portoes, or hybrigh Sesse Streeters.		CORPORATION
ASTERAND	2593077	ASTERAND US
		ACQUISITION
		CORPORATION
ASTERAND BIOSCIENCE	4759591	ASTERAND BIOSCIENCE,
		INC.
B-CLEAR	3326305	QUALYST TRANSPORTER
		SOLUTIONS LLC
		SOLUTIONS LLC
BIOIVT	5597402	BIOIVT HOLDINGS, LLC
	5959368	BIOIVT HOLDINGS, LLC
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SUSTAMBLE SCIENCE		
BIORECLAMATIONIVT	5131720	BIOIVT HOLDINGS, LLC
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BSC thingstall specially company	5950297	BIOIVT HOLDINGS, LLC
A ATIC disks	6017576	BIOIVT HOLDINGS, LLC
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ELEVATING SCIENCE	5710884	BIOIVT HOLDINGS, LLC
FORVANTAGE	4901841	ASTERAND BIOSCIENCE,
		INC.
HEPATOMUNE	4739801	ASCENDANCE
		BIOTECHNOLOGY, INC.

Trademark	Registration No.	Owner
HEPATOPAC	4384178	ASCENDANCE BIOTECHNOLOGY, INC.
LEUKOMAX	4227770	BIOIVT HOLDINGS, LLC
LIVERPOOL	5131722	BIOIVT HOLDINGS, LLC
OPTI-EXPRESSION	5825612	BIOIVT HOLDINGS, LLC
SERATRIALS	5131721	BIOIVT HOLDINGS, LLC
TRANSFLEX	5825795	BIOIVT HOLDINGS, LLC
TRANSPORTER CERTIFIED	5477343	QUALYST TRANSPORTER SOLUTIONS LLC
ORGANDOT	5643589	BIOIVT HOLDINGS, LLC
XPRESSWAY	5643562	BIOIVT HOLDINGS, LLC