

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VINETI, INC.		02/24/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNSON & JOHNSON INNOVATION - JJDC, INC.		
Street Address:	410 George Street		
City:	New Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08901		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6094380		
Registration Number:	6094358	PTM PERSONALIZED THERAPY MANAGEMENT	
Registration Number:	5955862		
Registration Number:	5950455	VINETI	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	PRUDENTIAL TOWER, 800 BOYLSTON STREET		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	JJJ-0325		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	02/25/2022		

CH \$115.00 6094380

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of February 24, 2022, is made by VINETI, INC., a Delaware corporation (the “Grantor”), in favor of JOHNSON & JOHNSON INNOVATION - JJDC, INC., a New Jersey corporation (together with its successors and assigns, the “Secured Party”).

RECITALS

A. Grantor has entered into a Note Purchase Agreement with Secured Party, dated as of February 24, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “NPA”). All capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the NPA.

B. Pursuant to the terms of the NPA, Grantor has granted to Secured Party 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 NPA, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the NPA, Grantor grants and pledges to Secured Party 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 of 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 (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, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A 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 B attached hereto (collectively, the “Trademarks”);

(f) 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;

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

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

(i) 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 Intellectual Property Collateral does not include any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under United States federal 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 Secured Party. Grantor hereby authorizes Secured Party 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.

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

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Secured Party's express prior written consent, and any such attempted assignment shall be void and of no effect. Secured Party may assign, transfer, or endorse its rights hereunder pursuant to the terms of the NPA without prior notice to Grantor, and all of such rights shall inure to the benefit of Secured Party's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Secured Party in the State of New York, and shall have been accepted by Secured Party in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

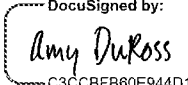
7. Termination of this Agreement. On the Single-Tenant Platform Delivery Date and provided that no Material Default/Event of Default shall have occurred and be continuing, Secured Party shall release its Liens on the Intellectual Property Collateral and terminate this Agreement. In connection with such termination, Secured Party, at the request and expense of Grantor, will promptly authorize, execute and deliver to the Grantor such documents, releases and instruments evidencing such termination as the Grantor may reasonably request. Notwithstanding the foregoing, (i) the Collateral shall continue to include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, Grantor's Intellectual Property (the "Rights to Payment") and (ii) if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the Closing Date of the NPA, include such Intellectual Property to the extent necessary to permit perfection of Secured Party's security interest in the Rights to Payment.

[signature page follows]

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:

VINETI, INC.

By:  _____
C3CCBE860E944D1

Name: Amy DuRoss

Title: CEO

SECURED PARTY:

JOHNSON & JOHNSON INNOVATION - JJDC,
INC.

By: _____

Name: _____

Title: _____

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:

VINETI, INC.

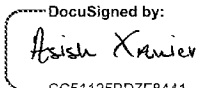
By: _____

Name: _____

Title: _____

SECURED PARTY:

JOHNSON & JOHNSON INNOVATION - JJDC,
INC.

By:  _____
CC51125BD7F8441...

Name: Asish Xavier

Title: VP, Venture Investments

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:

VINETI, INC.

By: _____

Name: _____

Title: _____

SECURED PARTY:

JOHNSON & JOHNSON INNOVATION - JJDC,
INC.

By: _____

Name: _____

Title: _____

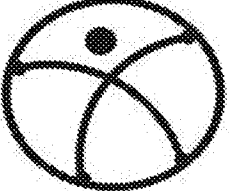

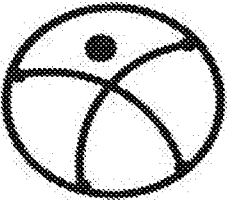
EXHIBIT A

Patents and Patent Applications

TITLE	REGISTERED OWNER	COUNTRY	APPLICATION NUMBER	DATE FILED
Centralized and decentralized individualized medicine platform	Vineti Inc.	United States of America	US16/698553	November 27, 2019
Centralized and decentralized individualized medicine platform	Vineti Inc.	United States of America	PCT/US2019/063747	November 27, 2019
Centralized and decentralized individualized medicine platform	Vineti Inc.	Canada	CA3118511A	November 27, 2019
Centralized and decentralized individualized medicine platform	Vineti Inc.	Japan	JP2021-530307	November 27, 2019
Capacity optimization across distributed manufacturing systems	Vineti Inc.	United States of America	US17/182429	February 23, 2021
Centralized and decentralized individualized medicine platform	Vineti Inc.	Europe	EP19890507A	November 27, 2019
SMART LABEL DEVICES, SYSTEMS, AND METHODS	Vineti Inc.	United States of America	US16/729410	December 29, 2019

EXHIBIT B

Trademarks and Trademark Applications

TRADEMARK	REGISTERED OWNER	COUNTRY	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
	Vineti Inc.	United States	REGISTERED	6094380	July 7, 2020
	Vineti Inc.	United States	REGISTERED	6094358	July 7, 2020
	Vineti Inc.	United States	REGISTERED	5955862	January 7, 2020
VINETI	Vineti Inc.	United States	REGISTERED	5950455	December 31, 2019
PTM	Vineti Inc.	United States	PENDING Intent to Use	N/A Application Number: 90688707	N/A Application Date: May 5, 2021
PTM ESSENTIALS	Vineti Inc.	United States	PENDING Intent to Use	N/A Application Number: 90688710	N/A Application Date: May 5, 2021
PTM ENTERPRISE	Vineti Inc.	United States	PENDING Intent to Use	N/A Application Number: 90688714	N/A Application Date: May 5, 2021