

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EIGEN TECHNOLOGIES LTD.		05/10/2022	LIMITED COMPANY: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS SECURITY AGENT		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6127198	EIGEN	
Registration Number:	6088042		
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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:	6508435780		
Email:	kceron@cooley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1130		
ATTORNEY DOCKET NUMBER:	305866.1058		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	05/13/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement") is entered into as of May 10, 2022, by and between HERCULES CAPITAL, INC., in its capacity as security agent (in such capacity, together with any successor security agent appointed pursuant to the Loan Agreement (as defined below), the "Security Agent") for the benefit of the Secured Parties, and EIGEN TECHNOLOGIES LTD., a company incorporated under the laws of England and Wales ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor and EIGEN TECHNOLOGIES, INC., a Delaware corporation ("Eigen US"), in the amounts and manner set forth in that certain Term Loan Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Security Agent, Grantor, Eigen US, and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Security Agent of the security interest in its Copyrights, Trademarks, and Patents to secure all present and future obligations at any time due, owing, or incurred by any Obligor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "Secured Obligations").

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations, Grantor grants and pledges to Security Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks registered with the United States Patent and Trademark Office and the United States Copyright Office, a complete list of which is set forth on Exhibits A, B and C hereto, respectively).

2. This security interest is granted in conjunction with the security interest granted to Security Agent under the Transaction Security Documents and the other Finance Documents. The rights and remedies of Security Agent with respect to the security interest are as set forth in the Loan Agreement and the other Finance Documents or as are now or hereafter available to Security Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents, and Trademarks in connection with which Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantor hereby authorizes Security Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

Eigen Technologies Limited
60 Queen Victoria Street, London
EC4N 4TR, United Kingdom

GRANTOR:

EIGEN TECHNOLOGIES LTD.

By:  _____

Name: Lewis Liu _____

Title: CEO _____

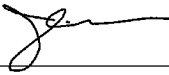
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Security Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

SECURITY AGENT:

HERCULES CAPITAL, INC.

By:  _____

Name: Jennifer Choe

Title: Associate General Counsel