

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gamida Cell Inc.		12/12/2022	Corporation: DELAWARE
GAMIDA CELL LTD.		12/12/2022	Limited Liability Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	76010247	STEMEX	
Serial Number:	88606995	GAMIDA CELL	
Serial Number:	88607016	GAMIDA CELL ASSIST	
Serial Number:	88768521	NAMPLURI	
Serial Number:	88768524	NAMTYPIC	
Serial Number:	88768526	OMPLUSTO	
Serial Number:	88768530	OMISIRGE	
Serial Number:	88768533	SYMREPLIQ	
Serial Number:	88768537	NAMREPLI	
Serial Number:	90503585	NICORD	
Serial Number:	97038315		
Serial Number:	97038323		
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:	3127646944		
Email:	TMaloney@KSLaw.com		

CH \$315.00 76010247

Correspondent Name: Timothy Maloney
Address Line 1: 110 North Wacker Drive, Suite 3800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 29044.275009

NAME OF SUBMITTER: Timothy Maloney

SIGNATURE: /Timothy Maloney/

DATE SIGNED: 12/12/2022

Total Attachments: 26

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of December 12, 2022 (this “*IP Security Agreement*”), by and between **Gamida Cell Inc.**, a Delaware corporation and **Gamida Cell Ltd.**, a limited liability company organized under the laws of the State of Israel (each, a “*Debtor*” and collectively, the “*Debtors*”), and **Wilmington Savings Fund Society, FSB**, as collateral agent on behalf of the Secured Parties (as defined below) (in such capacities, the “*Agent*”).

RECITALS

A. Agent, Wilmington Savings Fund Society, FSB, as administrative agent (the “*Administrative Agent*”), Debtors and the lender(s) party thereto (collectively, the “*Secured Parties*”) are entering into that certain Loan and Security Agreement dated as of December 12, 2022 (as the same may be modified, amended, supplemented, restated, amended and restated, superseded or otherwise modified from time to time, the “*LSA*”) whereby the Lenders are to provide Term Loans and other financial accommodations to Debtor pursuant to the terms of the LSA. Terms not defined herein shall the meanings ascribed to them in the LSA.

B. It is a condition precedent to the effectiveness of the LSA that the parties hereto shall have executed and delivered this IP Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtors’ present or future Obligations under the Loan Documents, each Debtor hereby grants Agent, for itself and for the benefit of the Secured Parties, a security interest in and to such Debtor’s entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by such Debtor (all of which shall collectively be called the “*IP Collateral*”):

- a. Any and all copyright rights (whether statutory or common law, whether arising or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, together with any and all (i) rights and privileges arising under applicable law with respect thereto and (ii) renewals and extensions thereof, including, without limitation, those set forth on *Exhibit A* attached hereto and incorporated herein by this reference (collectively, the “*Copyrights*”).
- b. Any and all trade secrets;
- c. Any and all design rights which may be available to any Debtor;
- d. Any and all rights in connection with any biologics license application, including but not limited to the Biologics License Application submitted by any Debtor with respect to Omidubicel;
- e. All issued patents, patent applications and like protections including without limitation rights and privileges arising under applicable law with respect thereto (whether issued or filed in the United States or any other country or any political subdivision thereof), inventions, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on

Exhibit B attached hereto and incorporated herein by this reference (collectively, the “*Patents*”);

- f. Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (whether filed with the USPTO or any similar offices in any State of the United States, or any other country or any political subdivision thereof), and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, together with any and all (i) rights and privileges arising under applicable law, (ii) extensions and renewals thereof and (iii) rights corresponding thereto throughout the world, including, without limitation, those set forth on *Exhibit C* attached hereto and incorporated herein by this reference (collectively, the “*Trademarks*”);
- g. Any and all claims for damages by way of past, present and future infringement 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 or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- i. All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; 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, in no event shall the IP Collateral include: (a) any lease, license, contract, property rights or agreement to which any Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407, 9408 or 9409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the United States Bankruptcy Code) or principles of equity); provided that the IP Collateral shall include and such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above and (y) to any and all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing such lease, licenses, contract, property right or agreement; or (b) any intent-to use Trademark applications prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or similar filing with regard thereto, to the extent and solely during the period, in which the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law. The security interest granted pursuant to this IP Security Agreement shall automatically terminate when the security interest granted to Agent pursuant to the LSA terminates, and Agent shall, at Debtors’ request and expense, execute, acknowledge, and deliver to the Debtors an instrument in writing in recordable form, prepared by the Debtors and in form and substance reasonably satisfactory to the Agent, releasing the security interest granted under this IP Security Agreement.

2. **AUTHORIZATION AND REQUEST.** Each Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.
3. **ATTORNEY IN FACT.** Debtors hereby irrevocably appoint (without obligation) Agent as Debtors' attorney-in-fact, with full authority in the place and stead of Debtors and in the name of Debtors, (i) to modify, in its reasonable discretion upon updates to same, **Exhibit A, Exhibit B** or **Exhibit C** of this IP Security Agreement without first obtaining Debtors' approval of or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtors after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtors no longer have or claim any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Debtors where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, exercise its remedies as a secured creditor under all applicable law.
4. **INDEMNITY.** Debtors agree that **Section 12.2** of the LSA also applies to this IP Security Agreement, *mutatis mutandis*.
5. **NO FAILURE OR DELAY.** No failure or delay on the part of Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.
6. **AMENDMENTS.** This IP Security Agreement may be amended only by a written instrument signed by Agent and Debtor, except amendments made pursuant to **Section 3(i)** hereto.
7. **COUNTERPARTS.** This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by telecopy or other electronic imaging means (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart. This IP Security Agreement and any notices delivered under this IP Security Agreement may be executed by means of (i) an electronic signature that complies with the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
8. **GOVERNING LAW.** New York law governs this IP Security Agreement without regard to principles of conflicts of law. Each party hereto submits to the exclusive jurisdiction of the State and Federal courts in New York, New York; provided, however, that nothing in this IP Security Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction

to realize on the IP Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Each Debtor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and each Debtor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Debtor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such party at the address set forth in, or subsequently provided by such party in accordance with, **Section 10** of the LSA and that service so made shall be deemed completed upon the earlier to occur of a party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

9. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS IP SECURITY AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS IP SECURITY AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS IP SECURITY AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

10. COLLATERAL AGENT. Notwithstanding any other provisions of this IP Security Agreement, in entering into this IP Security Agreement, the Agent shall be entitled to all of the rights, powers, privileges, exculpations, protections and indemnities afforded to it in the LSA and the other Loan Documents. Without limiting the generality of the foregoing, and notwithstanding anything contained herein or in any other document to the contrary, nothing contained in this IP Security Agreement shall require the Agent to exercise any discretionary acts, and any provisions of this IP Security Agreement that authorize or permit the Agent to approve, consent to, disapprove, request, determine, waive, act or decline to act, in its discretion, shall be subject to the Agent receiving instruction from the Required Lenders to take such action or to exercise such rights.

11. CONFLICT. In the event of a conflict between any term and/or provision contained in this IP Security Agreement with any term and/or provision contained in any of LSA, the term and/or provision of the LSA shall govern.

12. OVERRIDING PROVISION. Notwithstanding anything contained in this IP Security Agreement to the contrary, (a) in respect of IP Collateral constituting IIA-Funded Know-How, the creation of any Security Interest over such IP Collateral and any enforcement thereof shall be subject to the terms provided in the LSA in respect of the Israeli Innovation Authority and the approval provided in accordance with Section 3.2(u) of the LSA and to the terms of the second paragraph of Section 13 of this IP Security Agreement, and (b) the creation of any Security Interest over IP Collateral hereunder and any enforcement thereof shall be subject to the Encouragement of Research, Development and Technological Innovation in the Industry Law 5744-1984 and the terms of any grants or other funding received by the Pledgor thereunder.

13. ISRAELI LAW.

- a. Notwithstanding anything contained in this Agreement to the contrary, the creation of any Lien under this IP Security Agreement over any Collateral subject to IIA-Funded Know-How and any realization thereof shall, in each case, be subject to the approval from the Israeli Innovation Authority and the Israeli Encouragement of Research, Development and Technological Innovation in Industry Law, 5744-1984.

- b. By no later than the date required by Section 3 of the LSA, each Debtor incorporated under the laws of Israel (“**Israeli Debtor**”) shall deliver to the Collateral Agent in form and substance satisfactory to the Collateral Agent (or as it shall direct) an original signed copy of this IP Security Agreement and a corresponding original notice of charge (Form 10), as required for the registration of this IP Security Agreement at the Israeli Registrar of Companies, duly executed by such Israeli Debtor.
- c. For the avoidance of doubt, each Israeli Debtor hereby expressly waives all rights and defenses under sections 4(b), 4(c), 5(b), 5(c), 6, 7(b), 8, 9, 11, 12, 15 and 17 of the Israeli Guarantee Law, 5727-1967 (the “**Guarantee Law**”) and all rights and defenses under sections 7(b) and 13(b) of the Israeli Pledge Law, 5727-1967 (the “**Pledge Law**”), and confirms that the provisions of the Guarantee Law and the Pledge Law affording such rights or defenses to such Israeli Debtor shall not apply to the rights granted to the Secured Parties under this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

DEBTORS:

GAMIDA CELL LTD.

By: Shai Lankry

Name: Shai Lankry

Title: Chief Financial Officer

GAMIDA CELL INC.

By: Abigail L. Jenkins

Name: Abigail L. Jenkins

Title: President and Chief Executive Officer

COLLATERAL AGENT:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS COLLATERAL AGENT**

By: _____

Name: Raye Goldsborough

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

DEBTORS:

GAMIDA CELL LTD.

By:

Name: Shai Lankry

Title: Chief Financial Officer

GAMIDA CELL INC.

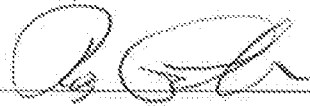
By:

Name: Abigail L. Jenkins

Title: President and Chief Executive Officer

COLLATERAL AGENT:

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, AS COLLATERAL AGENT**

By: 

Name: Raye Goldsborough

Title: Vice President

[Signature Page to IP Security Agreement]

Exhibit A
COPYRIGHTS

REGISTERED COPYRIGHTS:

None.

APPLICATIONS:

None.

Exhibit B

U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS:

Patent Description	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	UNITED STATES	10/774,843	2/9/2004	7,955,852	6/7/2011	GAMIDA CELL LTD.
METHODS OF CONTROLLING PROLIFERATION AND DIFFERENTIATION OF STEM AND PROGENITOR CELLS	UNITED STATES	09/463320	8/17/1999	6962698	11/08/2005	GAMIDA CELL LTD.
METHODS OF CONTROLLING PROLIFERATION AND DIFFERENTIATION OF STEM AND PROGENITOR CELLS	UNITED STATES	11/084528	03/18/2005	7312078	12/25/2007	GAMIDA CELL LTD.
Methods of controlling proliferation and differentiation of stem and progenitor cells	UNITED STATES	10/966727	10/14/2004	7429489	09/30/2008	GAMIDA CELL LTD.
Methods of expanding stem and progenitor cells and expanded cell populations obtained thereby	UNITED STATES	12/070543	02/19/2008	7655225	02/02/2010	GAMIDA CELL LTD.
Methods of controlling proliferation and differentiation of stem and progenitor cells	UNITED STATES	12/154058	05/19/2008	7855075	12/21/2010	GAMIDA CELL LTD.
Methods of ex vivo hematopoietic stem cell expansion by co-culture with mesenchymal cells	UNITED STATES	11/606525	11/29/2006	8080417	12/20/2011	GAMIDA CELL LTD.

Expansion of stem/progenitor cells by inhibition of enzymatic reactions catalyzed by the Sir2 family of enzymes	UNITED STATES	11/631992	07/14/2005	8187876	05/29/2012	GAMIDA CELL LTD.
Methods of controlling proliferation and differentiation of stem and progenitor cells	UNITED STATES	12/899268	10/06/2010	8202724	06/19/2012	GAMIDA CELL LTD.
Methods of improving stem cell homing and engraftment	UNITED STATES	12/085406	11/29/2006	8846393	09/30/2014	GAMIDA CELL LTD.
Expansion of stem/progenitor cells by inhibition of enzymatic reactions catalyzed by the Sir2 family of enzymes	UNITED STATES	13/448705	04/17/2012	8986992	03/24/2015	GAMIDA CELL LTD.
Enhancement of natural killer (NK) cell proliferation and activity	UNITED STATES	13/946266	07/19/2013	9175266	11/03/2015	GAMIDA CELL LTD.
Methods of culturing and expanding mesenchymal stem cells	UNITED STATES	13/946272	07/19/2013	9567569	02/14/2017	GAMIDA CELL LTD.
Culturing of mesenchymal stem cells with FGF4 and nicotinamide	UNITED STATES	14/378235	02/13/2013	10047345	08/14/2018	GAMIDA CELL LTD.
Methods of controlling proliferation and differentiation of stem and progenitor cells	UNITED STATES	09/986897	11/13/2001	6887704	05/03/2005	GAMIDA CELL LTD.
Methods of controlling proliferation and differentiation of stem and progenitor cells	UNITED STATES	10/379195	03/04/2003	7169605	01/30/2007	GAMIDA CELL LTD.
Methods of expanding stem and progenitor cells and expanded cell	UNITED STATES	10/418639	04/18/2003	7344881	03/18/2008	GAMIDA CELL LTD.

populations obtained thereby						
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	EUROPEAN UNION	10003540.1	01/26/2003	2206773	1/11/2012	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	HONG KONG	11100299.5	1/26/2003	HONG KONG1146091	2/01/2013	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	EUROPEAN UNION	03706871.5	1/26/2003	1576089	4/14/2010	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	CANADA	2,474,344	1/26/2003	2,474,344	10/22/2013	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	AUSTRALIA	2003208577	1/26/2003	2003208577	10/23/2008	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	AUSTRALIA	2008229689	1/26/2003	2008229689	7/21/2011	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	AUSTRALIA	2010241200	1/26/2003	2010241200	5/13/2012	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	SOUTH AFRICA	2004/5901	1/26/2003	2004/5901	4/26/2006	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	JAPAN	2003-562237	1/26/2003	4,738,738	5/13/2011	GAMIDA CELL LTD.
METHODS OF IMPROVING STEM CELL HOMING AND ENGRAFTMENT	JAPAN	2008-542940	11/29/2006	5,102,773	10/05/2012	GAMIDA CELL LTD.
METHODS OF IMPROVING STEM CELL HOMING AND ENGRAFTMENT	AUSTRALIA	2006321172	11/29/2006	2006321172	6/08/2012	GAMIDA CELL LTD.

METHODS OF IMPROVING STEM CELL HOMING AND ENGRAFTMENT	SOUTH AFRICA	2008/05219	11/29/2006	2008/05219	9/30/2009	GAMIDA CELL LTD.
METHODS OF IMPROVING STEM CELL HOMING AND ENGRAFTMENT	SINGAPORE	200804154-3	11/29/2006	142993 [WO/2007/063545]	1/31/2011	GAMIDA CELL LTD.
METHODS OF IMPROVING STEM CELL HOMING AND ENGRAFTMENT	EUROPEAN UNION	06821601.9	11/29/2006	1974012	2/27/2013	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	CANADA	2,785,627	12/29/2010	2,785,627	2/18/2020	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	EUROPEAN UNION	10807391.7	12/29/2010	2519239	3/18/2017	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	HONG KONG	13102167.8	12/29/2010	HONG KONG1177417	12/22/2017	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	EUROPEAN UNION	17155337.3	12/29/2010	3184109	11/18/2020	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	HONG KONG	17110599.5	12/29/2010	HONG KONG1236808		GAMIDA CELL LTD.

METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	AUSTRALIA	2010337829	12/29/2010	2010337829	7/02/2015	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	JAPAN	2012-546556	12/29/2010	5,943,843	6/03/2016	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	JAPAN	2016-102993	12/29/2010	6,215,394	9/02/2017	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	CHINA	201710426660.X	12/29/2010	ZL201710426660.X	1/11/2022	GAMIDA CELL LTD.

APPLICATIONS:

Patent Description	Jurisdiction	Application No.	Application Date	Owner
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	UNITED STATES	13/519,799	12/29/2010	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	UNITED STATES	16/614,002	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	UNITED STATES	16/614,057	5/16/2017	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS \	UNITED STATES	16/648,837	9/27/2018	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	UNITED STATES	17/432,758	2/24/2020	GAMIDA CELL LTD.
EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	UNITED STATES	17/439,971	3/19/2020	GAMIDA CELL LTD.
Method of preparing and thawing cryopreserved cells	UNITED STATES	09/932925	08/21/2001	GAMIDA CELL LTD.
Methods for ex-vivo expanding stem/progenitor cells	UNITED STATES	10/564777	07/15/2004	GAMIDA CELL LTD.
Expansion Of Renewable Stem Cell Populations	UNITED STATES	12/908296	10/20/2010	GAMIDA CELL LTD.
Methods for Selecting Expanded Stem Cell Populations	UNITED STATES	13/319157	05/05/2010	GAMIDA CELL LTD.
Methods for Enhancing Natural Killer Cell Proliferation and Activity	UNITED STATES	13/519799	12/29/2010	GAMIDA CELL LTD.
Mesenchymal Stem Cells Conditioned Medium and Methods of Generating and Using the Same	UNITED STATES	14/378221	02/13/2013	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	UNITED STATES	14/970155	12/15/2015	GAMIDA CELL LTD.
EXPANSION OF RENEWABLE STEM CELL POPULATIONS	UNITED STATES	16/036638	07/16/2018	GAMIDA CELL LTD.
THERAPEUTIC EUROPEAN UNION T CELL POPULATIONS	UNITED STATES	PCT/US2022/037462	7/18/2022	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
ANTI-HER2 CAR NK CELLS, METHODS OF THEIR PRODUCTION AND USES THEREOF	UNITED STATES	PCT/US2022/039587	8/5/2022	GAMIDA CELL LTD.
ENGINEERED NK CELLS, METHODS OF THEIR PRODUCTION AND USES THEREOF	UNITED STATES	PCT/US2022/039588	8/5/2022	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	EUROPEAN UNION	20203251.2	12/29/2010	GAMIDA CELL LTD.
METHODS FOR ENHANCING NATURAL KILLER CELL PROLIFERATION AND ACTIVITY	HONG KONG	42021033039.5	12/29/2010	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	CHINA	201811129572.4	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	HONG KONG	19129275.4	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	PCT	IB2018/057475	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	CANADA	3,076,456	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	SINGAPORE	11202002597Y	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	CHILE	202000734	9/27/2018	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	MEXICO	MX/a/2020/003314	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	JAPAN	2020-518031	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	BRAZIL	BR 11 2020 006391 6	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	EUROPEAN UNION	18864952.9	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	HONG KONG	62021023740.5	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	AUSTRALIA	2018346818	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	NEW ZEALAND	763875	9/27/2018	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS	SOUTH AFRICA	2020/02097	9/27/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	PCT	IL2017/050551	5/16/2017	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	BRAZIL	BR 11 2019 024077 2	5/16/2017	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	MEXICO	MX/a/2019/013614	5/16/2017	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	CANADA	3,064,055	5/16/2017	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	AUSTRALIA	3,064,055	5/16/2017	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	PCT	2017414804	5/16/2017	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	CANADA	3,063,674	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	BRAZIL	BR 11 2019 024113 2	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	MEXICO	MX/a/2019/013613	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	CANADA	3064055	5/16/2017	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	SINGAPORE	11201910723P	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	JAPAN	2019-563380	5/16/2018	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	SOUTH AFRICA	2019/08062	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	EUROPEAN UNION	18802611.6	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	AUSTRALIA	2018270407	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	NEW ZEALAND	760024	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	CHINA	201880047411.2	5/16/2018	GAMIDA CELL LTD.
SELECTION AND USE OF UMBILICAL CORD CELL FRACTIONS SUITABLE FOR TRANSPLANTATION	HONG KONG	62020016625.9	5/16/2018	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	CANADA	3,130,442	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	SINGAPORE	11202109055U	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	JAPAN	2021-549565	2/24/2020	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	BRAZIL	BR 11 2021 016698 0	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	AUSTRALIA	2020225597	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	NEW ZEALAND	780095	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	EUROPEAN UNION	20759171.0	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	INDIA	202127042254	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	REPUBLIC OF KOREA	10-2021-7030744	2/24/2020	GAMIDA CELL LTD.
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	CHINA	202080030540.8	2/24/2020	GAMIDA CELL LTD.

Patent Description	Jurisdiction	Application No.	Application Date	Owner
METHOD OF HOMING AND RETENTION OF GAMMADELTA T CELLS FOR GENERATING CELL COMPOSITIONS FOR USE IN THERAPY	HONG KONG	62022052584.9	2/24/2020	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	PCT	IL2020/050331	3/19/2020	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	CANADA	3,133,419	3/19/2020	GAMIDA CELL LTD.
EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	JAPAN	17/439,971	3/19/2020	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	JAPAN	2021-556492	3/19/2020	GAMIDA CELL LTD.
EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	AUSTRALIA	2020243703	3/19/2020	GAMIDA CELL LTD.
EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	EUROPEAN UNION	20772607.6	3/19/2020	GAMIDA CELL LTD.
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	CANADA	202080037287.9	3/19/2020	GAMIDA CELL LTD.



Patent Description	Jurisdiction	Application No.	Application Date	Owner
EXPANSION AND USE OF EXPANDED NK CELL FRACTIONS FOR TRANSPLANTATION IN COMBINATION THERAPY	HONG KONG	62022055522.6	3/19/2020	GAMIDA CELL LTD.





Exhibit C

U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS:



Mark	Description	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
GAMIDA CELL	Word Mark	EUROPEAN UNION	018154119	11/18/2019	018154119	3/20/2020	GAMIDA CELL LTD.
GAMIDA CELL	Word Mark	EUROPEAN UNION	018186077	1/21/2020	018186077	5/23/2020	GAMIDA CELL INC.
GAMIDA CELL	Word Mark	UNITED KINGDOM	UK00918154119	11/18/2019	UK00918154119	3/20/2020	GAMIDA CELL LTD.
GAMIDA CELL	Word Mark	UNITED KINGDOM	3460044	1/21/2020	3460044	1/21/2020	GAMIDA CELL INC.
GAMIDA CELL	Word Mark	UNITED KINGDOM	018186077	1/21/2020	018186077	5/23/2020	GAMIDA CELL INC.
GAMIDA CELL	Word Mark	WIPO International	1539542	5/11/2020	1539542	5/11/2020	GAMIDA CELL LTD.
GAMIDA CELL	Word Mark	BRAZIL	1539542	5/11/2020	1539542	6/24/2021	GAMIDA CELL LTD.
GAMIDA CELL	Word Mark	CHINA	1539542	5/11/2020	1539542	11/19/2020	GAMIDA CELL LTD.
GAMIDA CELL	Word Mark	JAPAN	1539542	5/11/2020	1539542	09/02/2021	GAMIDA CELL LTD.
GAMIDA CELL	Word Mark	MEXICO	1539542	5/11/2020	1539542	11/11/2021	GAMIDA CELL LTD.

Mark	Description	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
GAMIDA CELL	Word Mark	RUSSIAN FEDERATION	1539542	5/11/2020	1539542	3/18/2021	GAMIDA CELL LTD.
<i>STEMEX</i>	Typeset Words(s) /letter(s)/ numbers(s)	UNITED STATES	76010247	3/27/2000	2716098	5/13/2003	GAMIDA CELL LTD.
GAMIDA CELL ASSIST	Verbal Element	EUROPEAN UNION	018186078	1/21/2020	018186078	7/01/2020	GAMIDA CELL INC.
GAMIDA CELL ASSIST	Verbal Element	UNITED KINGDOM	3460042	1/21/2020	3460042	8/10/2020	GAMIDA CELL INC.
GAMIDA CELL ASSIST	Verbal Element	UNITED KINGDOM	018186078	1/21/2020	UK00918186078	7/01/2020	GAMIDA CELL INC.
NAMPLURI	Verbal Element	EUROPEAN UNION	1517835	1/27/2020	1517835	7/22/2020	GAMIDA CELL INC.
NAMPLURI	Verbal Element	UNITED KINGDOM	1517835	1/27/2020	1517835	5/14/2020	GAMIDA CELL INC.
NAMPLURI	Verbal Element	UNITED KINGDOM	1517835	1/27/2020	UK00801517835	7/22/2020	GAMIDA CELL INC.
NAMPLURI	Verbal Element	WIPO International	1517835	1/27/2020	1517835	3/5/2020	GAMIDA CELL INC.
	Design	EUROPEAN UNION	1659264	3/21/2022	1659264	9/22/2022	GAMIDA CELL INC.
	Design	UNITED KINGDOM	1659264	3/21/2022	1659264	7/28/2022	GAMIDA CELL INC.

Mark	Description	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
	Design	WIPO International	1659866	3/21/2022	1659264	5/5/2022	GAMIDA CELL INC
	Design	EUROPEAN UNION	1659866	3/21/2022	1659866	9/28/2022	GAMIDA CELL INC.
	Design	UNITED KINGDOM	1659866	3/21/2022	1659866	8/04/2022	GAMIDA CELL INC.
	Design	WIPO International	1659866	3/21/2022	1659866	5/5/2022	GAMIDA CELL INC
NAMREPLI	Verbal Element	EUROPEAN UNION	1517880	7/22/2020	1517880	7/22/2020	GAMIDA CELL INC.
NAMREPLI	Verbal Element	UNITED KINGDOM	1517880	5/21/2020	1517880	5/21/2020	GAMIDA CELL INC.
NAMREPLI	Verbal Element	UNITED KINGDOM	1517880	7/22/2020	UK00801517880	7/22/2020	GAMIDA CELL INC.
NAMREPLI	Verbal Element	WIPO International	1517880	1/27/2020	1517880	3/5/2020	GAMIDA CELL INC.
NAMTYPIC	Verbal Element	EUROPEAN UNION	1517819	7/22/2020	1517819	7/22/2020	GAMIDA CELL INC.
NAMTYPIC	Verbal Element	UNITED KINGDOM	1517819	5/21/2020	1517819	5/21/2020	GAMIDA CELL INC.
NAMTYPIC	Verbal Element	UNITED KINGDOM	1517819	7/22/2020	UK00801517819	7/22/2020	GAMIDA CELL INC.
NAMTYPIC	Verbal Element	WIPO International	1517819	1/27/2020	1517819	3/5/2020	GAMIDA CELL INC

Mark	Description	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
OMISIRGE	Verbal Element	EUROPEAN UNION	325741	7/22/2020	1517837	7/22/2020	GAMIDA CELL INC.
OMISIRGE	Verbal Element	UNITED KINGDOM	1517837	5/21/2020	1517837	5/21/2020	GAMIDA CELL INC.
OMISIRGE	Verbal Element	UNITED KINGDOM	1517837	7/22/2020	UK00801517837	7/22/2020	GAMIDA CELL INC.
OMISIRGE	Verbal Element	WIPO International	1517837	1/27/2020	1517837	3/5/2020	GAMIDA CELL INC.
OMPLUST O	Verbal Element	EUROPEAN UNION	1517822	7/22/2020	1517822	7/22/2020	GAMIDA CELL INC.
OMPLUST O	Verbal Element	UNITED KINGDOM	1517822	5/21/2020	1517822	5/21/2020	GAMIDA CELL INC.
OMPLUST O	Verbal Element	UNITED KINGDOM	1517822	7/22/2020	UK00801517822	7/22/2020	GAMIDA CELL INC.
OMPLUST O	Verbal Element	WIPO International	1517822	1/27/2020	1517822	3/5/2020	GAMIDA CELL INC.
SYMREPLI Q	Verbal Element	EUROPEAN UNION	1517841	1/22/2020	1517841	7/22/2020	GAMIDA CELL INC.
SYMREPLI Q	Verbal Element	UNITED KINGDOM	1517841	1/27/2020	1517841	5/14/2020	GAMIDA CELL INC.
SYMREPLI Q	Verbal Element	UNITED KINGDOM	1517841	1/27/2020	UK00801517841	7/22/2020	GAMIDA CELL INC.
SYMREPLI Q	Verbal Element	WIPO International	1517841	1/27/2020	1517841	3/5/2020	GAMIDA CELL INC.

APPLICATIONS:

Mark	Description	Jurisdiction	Application No.	Application Date	Owner
GAMIDA CELL	Standard character mark	UNITED STATES	88606995	9/06/2019	GAMIDA CELL INC.
GAMIDA CELL	Word Mark	CANADA	2038690	5/11/2020	GAMIDA CELL LTD.
GAMIDA CELL ASSIST	Standard character mark	UNITED STATES	88607016	9/06/2019	GAMIDA CELL INC.
NAMPLURI	Standard character mark	UNITED STATES	88768521	1/22/2020	GAMIDA CELL INC.
NAMTYPIC	Standard character mark	UNITED STATES	88768524	1/22/2020	GAMIDA CELL INC.
OMPLUSTO	Standard character mark	UNITED STATES	88768526	1/22/2020	GAMIDA CELL INC.
OMISIRGE	Standard character 0042 mark	UNITED STATES	88768530	1/22/2020	GAMIDA CELL INC.
SYMREPLIQ	Standard character mark	UNITED STATES	88768533	1/22/2020	GAMIDA CELL INC.
NAMREPLI	Standard character mark	UNITED STATES	88768537	1/22/2020	GAMIDA CELL INC.
NICORD	Standard character mark	UNITED STATES	90503585	2/02/2021	GAMIDA CELL INC.
	Design	UNITED STATES	97038315	9/21/2021	GAMIDA CELL INC.
	Design	UNITED STATES	97038323	9/21/2021	GAMIDA CELL INC.