

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM871785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ImmunoTek GH, LLC		01/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS AMERICAS LLC		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97479154	IMMUNOTEK PLASMA	
Registration Number:	6890974	FREEDOM PLASMA	
Registration Number:	6890973	FREEDOM PLASMA	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	202-956-7685		
Email:	carrierr@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W.		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Rita M. Carrier		
SIGNATURE:	/Rita M. Carrier/		
DATE SIGNED:	01/27/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2024 (“*Trademark Security Agreement*”), made by each of the signatories hereto (the “*Trademark Grantors*”), is in favor of GLAS AMERICAS LLC, as Collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as January __, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement (as defined or incorporated by reference therein));

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Collateral Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a continuing security interest in and to all of the following Intellectual Property now owned, controlled or at any time hereafter owned, controlled or acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks owned by such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on **Schedule 1** attached hereto; provided, that no Lien or security interest is granted hereunder with respect to any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing of an “Amendment to Allege Use” or a “Statement of Use” pursuant to Sections 1(c) or 1(d) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, render void or voidable, or result in the cancellation of, such “intent-to-use” trademark or service mark application under federal law;

(b) to the extent not covered by **clause (a)**, all income, royalties and other payments now or hereafter due and payable with respect to any of the foregoing;

(c) to the extent not covered by **clause (a)**, all goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action for past, present, or future infringement of any such Trademarks or unfair competition regarding the same, including, without limitation, the right to seek and recover any damages in connection therewith.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.


THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

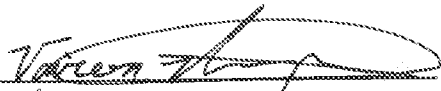
IMMUNOTEK GH, LLC, a Delaware limited liability company

By:  _____
Name: Marvin Dyke
Title: President

Address: ImmunoTek Bio Holdings, LLC
5750 Johnston St., #302
Lafayette, LA 70503
Attn: Marvin Dyke

Accepted and Agreed:

GLAS AMERICAS LLC, as the Collateral Agent



By 
Name: Varron Inamagun
Title: Assistant Vice President

Address:
GLAS AMERICAS LLC, as Collateral Agent
3 Second Street, Suite 206
Jersey City, NJ 07311
Fax: 212-202-6246
Email: imgus@glas.agency

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 008329 FRAME: 0911

TRADEMARKSTrademark Registrations and Applications

Mark	Application Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
 IMMUNOTEK PLASMA	97479154	June 28, 2022	Pending	Pending	ImmunoTek GH, LLC
 FREEDOM PLASMA	90904894	August 26, 2021	6890974	November 01, 2022	ImmunoTek GH, LLC
FREEDOM PLASMA	90904740	August 26, 2021	6890973	November 01, 2022	ImmunoTek GH, LLC