

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1210197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenovos Corporation		05/03/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Customers Bank		
Street Address:	40 General Warren Blvd.		
Internal Address:	Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7245665		
Registration Number:	7245666	TENOVOS	
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:	9198382231		
Email:	lcompton@smithlaw.com		
Correspondent Name:	Linnell V. Compton		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	019349.60		
NAME OF SUBMITTER:	Linnell Compton		
SIGNATURE:	Linnell Compton		
DATE SIGNED:	05/03/2024		
Total Attachments: 7			
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**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of May 3, 2024 by and between CUSTOMERS BANK (“Bank”) and TENOVOS CORPORATION (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank (as successor-in-interest to Signature Bank) and Grantor dated as of November 13, 2020, as amended by that certain First Amendment to the Loan and Security Agreement dated as of August 23, 2021, that certain Second Amendment to the Loan and Security Agreement dated as of February 15, 2022, that certain Third Amendment to the Loan and Security Agreement dated as of November 21, 2022, that certain Fourth Amendment to Loan and Security Agreement dated as of October 19, 2023, and that certain Fifth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and, pursuant to the terms of that certain Amended and Restated Intellectual Property Security Agreement dated October 19, 2023, by and between Bank and Grantor (the “Original IPSA”), Grantor has granted to Bank a security interest in its Intellectual Property Collateral.

C. Bank and Grantor desire to amend and restate the terms of the Original IPSA in accordance with the terms hereof.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which

are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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

In connection with the termination of the Loan Agreement or the satisfaction of all obligations, Bank shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request to evidence such termination or release.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

500 7th Avenue, 8th Floor
New York, NY 10018
Attn: D. Scott Bowen

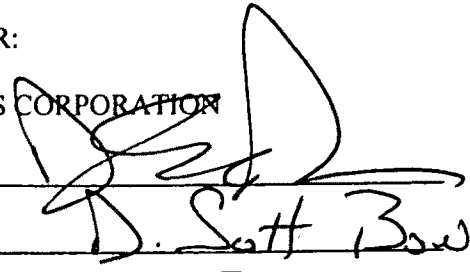
GRANTOR:

TENOVOS CORPORATION

By: _____

Name: _____

Title: _____



D. Scott Bowen
CEO

Address of Bank:

CUSTOMERS BANK
701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson
EMAIL: kjohnson@customersbank.com

BANK:

CUSTOMERS BANK

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:

Address of Grantor:

500 7th Avenue, 8th Floor
New York, NY 10018
Attn: D. Scott Bowen

TENOVOS CORPORATION

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

CUSTOMERS BANK
701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson
EMAIL: kjohnson@customersbank.com

CUSTOMERS BANK

By: Kevin Johnson

Name: Kevin Johnson

Title: SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description



Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

Description	Registration or Application Number	Registration or Filing Date
	7245665	12/19/2023
 tenovos	7245666	12/19/2023