

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gemini Bioproducts Holding, Inc.		11/06/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	M/C 7578, 39200 Six Mile Rd.		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5473959	NO WORRIES	
Registration Number:	5457754	STASIS	
Registration Number:	5473958	N2 NEUROPLEX	
Registration Number:	5457753	CHRYSALIS	
Registration Number:	5473957	GEM 21 NEUROPLEX	
Registration Number:	5447445	FOUNDATION B	
Registration Number:	5437089	NEUROPLEX	
Registration Number:	5437088	CONTINUUM	
Registration Number:	5457751	FETALPLEX	
Registration Number:	5447439	FOUNDATION	
Registration Number:	5451423	BENCHMARK	
Registration Number:	5451424	VIVIFY-1X	
Registration Number:	5447442	GEMCELL	
Serial Number:	87584329	GEMINI	
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>			

OP \$365.00 5473959

Phone: 7033826485
Email: DHall@vplawgroup.com
Correspondent Name: Davis Hall
Address Line 1: 1029 N Stuart Street
Address Line 2: Unit 200
Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER: Davis Hall

SIGNATURE: /DavisHall/

DATE SIGNED: 11/21/2018

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 6 2018 by and between COMERICA BANK ("Bank") and GEMINI BIOPRODUCTS HOLDING, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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.

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 Bank and Grantor, 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 Schedules 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 rights 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 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:

930 Riverside Parkway
West Sacramento, CA 95605

Attn: Scott Kamtor

GEMINI BIOPRODUCTS HOLDING, INC.

By: [Signature]
Name: Rebeccah Yu
Title: Vice President

BANK:

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

COMERICA BANK

By: [Signature]
Name: Walter Weston
Title: VP

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Walter Weston
FAX: (425) 452-2510

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NO WORRIES	5473959 87584386	05/22/2018 08/25/2017
STASIS	5457754 87584379	05/01/2018 08/25/2017
N2 NEUROPLEX	5473958 87584368	05/22/2018 08/25/2017
CHRYSALIS	5457753 87584364	05/01/2018 08/25/2017
GEM 21 NEUROPLEX	5473957 87584355	05/22/2018 08/25/2017
FOUNDATION B	5447445 87584347	04/17/2018 08/25/2017
NEUROPLEX	5437089 87584343	04/03/2018 08/25/2017
CONTINUUM	5437088 87584339	04/03/2018 08/25/2017
FETALPLEX	5457751 87584314	05/01/2018 08/25/2017
FOUNDATION	5447439 87584298	04/17/2018 08/25/2017
BENCHMARK	5451423 87584287	04/24/2018 08/25/2017
GEMINI	87584329	09/18/2018
VIVIFY-1X	5451424 87584404	04/24/2018 08/25/2017
GEMCELL	5447442 87584305	04/17/2018 08/25/2017