

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integral Health Holdings, LLC		06/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88823839	AYLA	
Serial Number:	88823771	BLACK COFFEE CAPITAL	
Serial Number:	88772375	TX26	
Serial Number:	88945779		
Serial Number:	88945793		
Serial Number:	88945814		
Serial Number:	88945829		
Serial Number:	88945875		
Serial Number:	88945895		
Serial Number:	88945959		
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		

CH \$265.00 88823839

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER: Matt Schwartz

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 06/16/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“this Agreement”) dated as of June 15, 2020 is made by **INTEGRAL HEALTH HOLDINGS, LLC**, a Delaware limited liability company (“Grantor”), in favor of **SILICON VALLEY BANK**, a California corporation (“SVB”), in its capacity as administrative agent and collateral agent (“Agent”) under (i) that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”) by and among Grantor, **INTEGRAL HEALTH, INC.**, a Delaware corporation (“Opco”), **INTEGRAL EARLY DISCOVERY, INC.**, a Delaware corporation (“Early Discovery” and together with Opco, individually, collectively, jointly and severally “Borrower”), Agent, SVB in its capacity as a Lender, and **HERCULES CAPITAL, INC.**, a Maryland corporation in its capacity as a Lender thereunder (“Hercules” and together with SVB, the “Lenders”) and (ii) that certain Unconditional Secured Guaranty and Pledge Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Parent Guaranty”) entered into by Grantor in favor of Agent and the Lenders. Capitalized terms used but not defined herein, shall bear the meanings ascribed to such terms in the Loan Agreement.

RECITALS

A. The Lenders are willing to make loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor.

B. Pursuant to the terms of the Loan Agreement and the Parent Guaranty, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Grantor’s Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any Intellectual Property associated with clinical and preclinical therapeutic assets of any Loan Party ("Excluded Intellectual Property"); provided, however, the Collateral shall include all Accounts and all proceeds of all Intellectual Property (including the Excluded Intellectual Property). If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Excluded Intellectual Property to the extent necessary to permit perfection of Agent's, for the ratable benefit of the Lenders, security interest in such Accounts and such other property of the Loan Parties that are proceeds of such Intellectual Property.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

c/o Integral Health, Inc.
399 Boylston St., Suite 505
Boston, MA 02116
Attn: David Berry, CEO
Email: dberry@integraltx.com

GRANTOR:

INTEGRAL HEALTH HOLDINGS, LLC

By:  _____
813FC5075C474F2...

Name: John Applegate

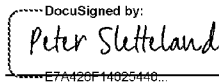
Title: Treasurer

Address:

Silicon Valley Bank
505 Howard Street, Floor 3
San Francisco, California 94105
Attn: Mr. Peter Sletteland
Email: PSletteland@svb.com

AGENT:

SILICON VALLEY BANK

By:  _____
E7A426F14025440...

Name: Peter Sletteland

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006971 FRAME: 0446

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

ACTIVE/103242848.4

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TRADEMARK
REEL: 006971 FRAME: 0447

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

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TRADEMARK
REEL: 006971 FRAME: 0448

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AYLA	88/823839	03/06/20
BLACK COFFEE CAPITAL	88/823771	03/06/20
TX26	88/772375	01/24/20
Valo	88/945,779	In process
Valo Health	88/945,793	In process
Valo Technology	88/945,814	In process
Valo with a circle picture	88/945,829	In process
Valo, a color version of the circle	88/945,779	In process
Coherent Ventures	88/945,875	In process
Coherent Ventures Labs	88/945,895	In process
Coherent Ventures Capital	88/945,959	In process

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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