

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4915253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RAPID MICRO BIOSYSTEMS, INC.	04/12/2018
RECEIVING PARTY DATA	
Name:	HERCULES CAPITAL, INC., AS AGENT
Street Address:	400 HAMILTON AVE., STE. 310
Internal Address:	ATTN: LOAN DOCUMENTATION
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9745546
Patent Number:	9290382
Patent Number:	9090462
Patent Number:	9057046
Application Number:	15305789
Application Number:	15687857
Application Number:	15057393
Patent Number:	7582415
Patent Number:	8021848
Application Number:	14394505
CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
<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:	858-550-6433
Email:	jmfitzpatrick@cooley.com
Correspondent Name:	JENNIFER FITZPATRICK
Address Line 1:	C/O COOLEY LLP
Address Line 2:	4401 EASTGATE MALL
Address Line 4:	SAN DIEGO, CALIFORNIA 92121

PATENT

ATTORNEY DOCKET NUMBER:	305866-1033
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	04/13/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of April 12, 2018, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and RAPID MICRO BIOSYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as "Lender"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents.

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

Upon receiving from Grantor amended exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, Agent is hereby authorized to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

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.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

1001 Pawtucket Blvd. West
Suite 280
Lowell, MA 01854
Attention: Robert Spignesi

GRANTOR:

RAPID MICRO BIOSYSTEMS, INC.

By: _____

Name: Robert Spignesi

Title: President and Chief Executive Officer

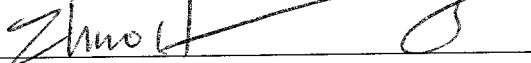
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Cassette for sterility testing	9,745,546	August 29, 2017
Rapid detection of replicating cells	9,290,382	March 22, 2016
Rapid detection of replicating cells	9,090,462	July 28, 2015
Cassette containing growth medium	9,057,046	June 16, 2015
Microbiological Growth Media And Methods Of Using The Same	15/305,789	October 21, 2016
Cassette For Sterility Testing	15/687,857	August 28, 2017
Rapid Detection Of Replicating Cells	15/057,393	March 1, 2016
Rapid Detection Of Replicating Cells	7,582,415	September 1, 2009
Rapid And Sensitive Detection Of Cells And Viruses	8,021,848	September 20, 2011
Cell Culturing Device	14/394,505	October 15, 2014

EXHIBIT C
TRADEMARKS

None.