

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6107589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RAPID MICRO BIOSYSTEMS, INC.	05/14/2020
RECEIVING PARTY DATA	
Name:	KENNEDY LEWIS MANAGEMENT LP
Street Address:	80 BROAD STREET, 22ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	15057393
Application Number:	15687857
Application Number:	14394505
Application Number:	10407707
Application Number:	16564589
Application Number:	15305789
PCT Number:	US2019048873
Application Number:	63010337
Patent Number:	7582415
Patent Number:	9290382
Patent Number:	9090462
Patent Number:	9745546
Patent Number:	9057046
CORRESPONDENCE DATA	
Fax Number:	(914)288-0023
<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:	9142880022
Email:	USPTO@LEASONELLIS.COM
Correspondent Name:	LEASON ELLIS LLP
Address Line 1:	ONE BARKER AVENUE

PATENT

Address Line 2: FIFTH FLOOR
Address Line 4: WHITE PLAINS, NEW YORK 106011523

ATTORNEY DOCKET NUMBER: 05237/812185-000

NAME OF SUBMITTER: JORDAN GARNER

SIGNATURE: /jordan garner/

DATE SIGNED: 05/14/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of May 14, 2020 is made by Rapid Micro Biosystems, Inc., a Delaware corporation (“**Grantor**”) in favor of Kennedy Lewis Management LP, as collateral agent for the Lenders (as defined below) (in such capacity, “**Agent**”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “**Lenders**”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the 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 trade secret rights, including any rights to unpatented inventions, know how, operating manuals, 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, divisionals, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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, 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 the foregoing, the Intellectual Property Collateral shall not include: (i) any lease, license, contract, property rights, joint venture interests, or agreement to which Grantor is a party or any of its rights or interests thereunder, in each case, if and only if, and solely to the extent that, the grant of a security interest therein shall constitute or result in a breach, termination, default, abandonment, unenforceability or invalidity thereunder or thereof (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that immediately upon the time at which the consequences described in the foregoing clause shall no longer exist, the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all of Grantor's right, title and interest in such lease, license, contract, property rights, joint venture interests, or agreement; and (ii) any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed)

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.

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.

3. 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.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO

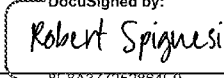
THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

[Signature page follows.]

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:

RAPID MICRO BIOSYSTEMS, INC.

By:  _____
BE8A377252864E9...

Name: Robert Spignesi

Title: President & Chief Executive Officer

AGENT:

KENNEDY LEWIS MANAGEMENT LP

DocuSigned by:
Anthony Pasqua
61E8BF6481CA4D6...

By: _____

Name: Anthony Pasqua

Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B**PATENTS**

Country	Title	Application Number Patent Number	Filing Date Issue Date	Status	Holder
Canada	RAPID DETECTION OF REPLICATING CELLS	2,459,320 2,459,320	06-Sep-2002 05-Jul-2016	Issued	Rapid Micro Biosystems
China	RAPID DETECTION OF REPLICATING CELLS	02822097.8 ZL02822097.8	06-Sep-2002 26-Nov-2008	Issued	Rapid Micro Biosystems
Europe	RAPID DETECTION OF REPLICATING CELLS	02757646.1 1432786	06-Sep-2002 22-Jul-2009	Issued	Rapid Micro Biosystems
Europe	RAPID DETECTION OF REPLICATING CELLS	09166028.2 2184346	06-Sep-2002 08-Mar-2017	Issued	Rapid Micro Biosystems
Europe	RAPID DETECTION OF REPLICATING CELLS	10013064.0 2311934	06-Sep-2002 05-Jun-2013	Issued	Rapid Micro Biosystems
Europe	RAPID DETECTION OF REPLICATING CELLS	17159585.3	06-Sep-2002	Pending	Rapid Micro Biosystems
Japan	RAPID DETECTION OF REPLICATING CELLS	2003-527064 4363980	06-Sep-2002 28-Aug-2009	Issued	Rapid Micro Biosystems
United States	RAPID DETECTION OF REPLICATING CELLS	10/236,107 7,582,415	06-Sep-2002 01-Sep-2009	Issued	Rapid Micro Biosystems
United States	RAPID DETECTION OF REPLICATING CELLS	12/551,917 9,290,382	01-Sep-2009 22-Mar-2016	Issued	Rapid Micro Biosystems
United States	RAPID DETECTION OF REPLICATING CELLS	12/727,598 9,090,462	19-Mar-2010 28-Jul-2015	Issued	Rapid Micro Biosystems
United States	RAPID DETECTION OF REPLICATING CELLS	15/057,393	01-Mar-2016	Pending	Rapid Micro Biosystems
Canada	CASSETTE FOR STERILITY TESTING	2,854,000	07-Nov-2012	Pending	Rapid Micro Biosystems
China	CASSETTE FOR STERILITY TESTING	201280054238.1 ZL201280054238.1	07-Nov-2012 02-Mar-2016	Issued	Rapid Micro Biosystems
Europe	CASSETTE FOR STERILITY TESTING	12848583.6 2776550	07-Nov-2012 10-Jan-2018	Issued	Rapid Micro Biosystems
Europe	CASSETTE FOR STERILITY TESTING	18150586.8 3327110	07-Nov-2012 29-Jan-2020	Issued	Rapid Micro Biosystems
Hong Kong	CASSETTE FOR STERILITY TESTING	15105268.7 1204649B	07-Nov-2012 12-May-2017	Issued	Rapid Micro Biosystems
Hong Kong	CASSETTE FOR STERILITY TESTING	18114362.1	07-Nov-2012	Allowed	Rapid Micro Biosystems
India	CASSETTE FOR STERILITY TESTING	3550/DELNP/2014	07-Nov-2012	Pending	Rapid Micro Biosystems
Japan	CASSETTE FOR STERILITY TESTING	2014-540212 6105613	07-Nov-2012 10-Mar-2017	Issued	Rapid Micro Biosystems
Japan	CASSETTE FOR STERILITY TESTING	2017-038955 6640136	07-Nov-2012 07-Jan-2020	Issued	Rapid Micro Biosystems

Country	Title	Application Number Patent Number	Filing Date Issue Date	Status	Holder
Japan	CASSETTE FOR STERILITY TESTING	2019-194232	07-Nov-2012	Pending	Rapid Micro Biosystems
Mexico	CASSETTE FOR STERILITY TESTING	MX/a/2014/005615 368123	07-Nov-2012 19-Sep-2019	Issued	Rapid Micro Biosystems
Mexico	CASSETTE FOR STERILITY TESTING	MX/a/2019/003772	07-Nov-2012	Pending	Rapid Micro Biosystems
United States	CASSETTE FOR STERILITY TESTING	14/355,152 9,745,546	29-Apr-2014 29-Aug-2017	Issued	Rapid Micro Biosystems
United States	CASSETTE FOR STERILITY TESTING	15/687,857	28-Aug-2017	Pending	Rapid Micro Biosystems
Canada	CELL CULTURING DEVICE	2,870,358	16-Apr-2013	Pending	Rapid Micro Biosystems
China	CELL CULTURING DEVICE	201380031394.0 ZL201380031394.0	16-Apr-2013 19-Dec-2017	Issued	Rapid Micro Biosystems
Europe	CELL CULTURING DEVICE	13777731.4	16-Apr-2013	Pending	Rapid Micro Biosystems
Hong Kong	CELL CULTURING DEVICE	15107548.5 1207121	16-Apr-2013 14-Sep-2018	Issued	Rapid Micro Biosystems
India	CELL CULTURING DEVICE	8564/DELNP/2014	16-Apr-2013	Pending	Rapid Micro Biosystems
Japan	CELL CULTURING DEVICE	2015-507122 6444859	16-Apr-2013 07-Dec-2018	Issued	Rapid Micro Biosystems
Mexico	CELL CULTURING DEVICE	MX/a/2014/012439	16-Apr-2013	Pending	Rapid Micro Biosystems
United States	CELL CULTURING DEVICE	14/394,505 10/407,707	15-Oct-2014 10-Sep-2019	Issued	Rapid Micro Biosystems
United States	CELL CULTURING DEVICE	16/564,589	9-Sep-2019	Pending	Rapid Micro Biosystems
Australia	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	2015249274	24-Apr-2015	Pending	Rapid Micro Biosystems
Brazil	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	BR112016024635-7	24-Apr-2015	Pending	Rapid Micro Biosystems
Canada	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	2,946,758	24-Apr-2015	Pending	Rapid Micro Biosystems
China	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	201580034049.1	24-Apr-2015	Pending	Rapid Micro Biosystems
Europe	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	15782801.3	24-Apr-2015	Pending	Rapid Micro Biosystems
Hong Kong	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	17105764.4	24-Apr-2015	Pending	Rapid Micro Biosystems
India	MICROBIOLOGICAL GROWTH MEDIA AND	201617039371	24-Apr-2015	Pending	Rapid Micro Biosystems

Country	Title	Application Number Patent Number	Filing Date Issue Date	Status	Holder
	METHODS OF USING THE SAME				
Japan	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	2017-507933	24-Apr-2015	Pending	Rapid Micro Biosystems
Korea	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	10-2016-7032666	24-Apr-2015	Pending	Rapid Micro Biosystems
Mexico	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	MX/a/2016/013995	24-Apr-2015	Pending	Rapid Micro Biosystems
Singapore	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	10201809259S	24-Apr-2015	Pending	Rapid Micro Biosystems
United States	MICROBIOLOGICAL GROWTH MEDIA AND METHODS OF USING THE SAME	15/305,789	21-Oct-2016	Pending	Rapid Micro Biosystems
WIPO	USE OF CLEAN AND DRY GAS FOR PARTICLE REMOVAL AND ASSEMBLY THEREFOR	PCT/US2019/048873	29-Aug-2019	Pending	Rapid Micro Biosystems
United States	ATTENUATED- BACKGROUND MICROBIOLOGICAL NUTRIENT MEDIA AND METHODS OF USING THE SAME	63/010,337	15-Apr-2020	Pending	Rapid Micro Biosystems
Canada	CASSETTE CONTAINING GROWTH MEDIUM	2,623,408 2,623,408	26-Sep-2006 01-Apr-2014	Issued	Rapid Micro Biosystems
China	CASSETTE CONTAINING GROWTH MEDIUM	0680044206.8 ZL200680044206.806.8	26-Sep-2006 27-Aug-2014	Issued	Rapid Micro Biosystems
India	CASSETTE CONTAINING GROWTH MEDIUM	1450/CHENP/08 260509	26-Sep-2006 02-May-2014	Issued	Rapid Micro Biosystems
Japan	CASSETTE CONTAINING GROWTH MEDIUM	2008-532493 5160428	26-Sep-2006 21-Dec-2012	Issued	Rapid Micro Biosystems
Mexico	CASSETTE CONTAINING GROWTH MEDIUM	MX/a/2012/002065	26-Sep-2006	Abandoned; seeking reinstatement	Rapid Micro Biosystems
United States	CASSETTE CONTAINING GROWTH MEDIUM	11/527,196 9,057,046	26-Sep-2006 16-Jun-2015	Issued	Rapid Micro Biosystems

EXHIBIT C

TRADEMARKS

Country	Trademark	Application No. Registration No.	Application Date Registration Date	Status	Owner
US - United States	RAPID MICRO BIOSYSTEMS	87/954,545 5,674,227	6/8/2018 2/12/2019	Registered	Rapid Micro Biosystems
CA - Canada	RAPID MICRO BIOSYSTEMS	1,934,018	12/4/2018	Pending	Rapid Micro Biosystems
WIPO - Madrid Protocol (Designations: EM - European Union and SG - Singapore)	RAPID MICRO BIOSYSTEMS	A0081353 1 443 605	12/4/2018 12/4/2018	Registered	Rapid Micro Biosystems
US - United States	GROWTH DIRECT	87/954,559 5,674,229	6/8/2018 2/12/2019	Registered	Rapid Micro Biosystems
CA - Canada	GROWTH DIRECT	1,934,016	12/4/2018	Pending	Rapid Micro Biosystems
WIPO - Madrid Protocol (Designations: EM - European Union and SG - Singapore)	GROWTH DIRECT	A0081354 1 443 151	12/4/2018 12/4/2018	Registered	Rapid Micro Biosystems

EXHIBIT D
MASK WORKS

None.