

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7717534

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RECOMBINETICS, INC.	12/01/2022
RECEIVING PARTY DATA	
Name:	GOPHER FINANCIAL TWO, LLC
Street Address:	16526 WEST 78TH STREET
Internal Address:	SUITE 333
City:	EDEN PRAIRIE
State/Country:	MINNESOTA
Postal Code:	55346
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	17933367
Application Number:	17379898
Application Number:	16282232
Application Number:	16385864
Application Number:	16908947
Application Number:	17496721
Application Number:	17187121
Application Number:	17118064
CORRESPONDENCE DATA	
Fax Number:	(612)492-7077
<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:	612-492-7810
Email:	rgin@fredlaw.com
Correspondent Name:	REBECCA GIN
Address Line 1:	200 SOUTH SIXTH STREET
Address Line 2:	SUITE 4000
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	092893.0001
NAME OF SUBMITTER:	REBECCA GIN

SIGNATURE:	/Rebecca Gin/
DATE SIGNED:	12/29/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=IP_Security_Agreement_dated 12-1-2022#page1.tif source=IP_Security_Agreement_dated 12-1-2022#page2.tif source=IP_Security_Agreement_dated 12-1-2022#page3.tif source=IP_Security_Agreement_dated 12-1-2022#page4.tif source=IP_Security_Agreement_dated 12-1-2022#page5.tif source=IP_Security_Agreement_dated 12-1-2022#page6.tif source=IP_Security_Agreement_dated 12-1-2022#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") is made effective as of December 1, 2022 by and among Recombinetics, Inc., a Delaware corporation (the "Borrower"), and Gopher Financial Two, LLC, a Minnesota limited liability company (the "Lender").

RECITALS

WHEREAS, the Borrower, as borrower, and Lender, as lender, are parties to a Promissory Note ("Note"), a Loan Agreement (the "Loan Agreement"), a Collateral Pledge Agreement ("Security Agreement") and the Loan Documents as defined in the Loan Agreement.

WHEREAS, as a condition to the Loan Documents, the Lender has required that the Borrower enter into this IP Security Agreement including for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Lender as follows:

1. Definitions. Capitalized terms used but not defined in this IP Security Agreement shall have the meanings assigned to them in the Loan Agreement. All other terms not otherwise defined have the meanings assigned to them by the Uniform Commercial Code as adopted in the State of Minnesota, as it may be amended, reenacted or otherwise in effect from time to time (the "Minnesota Uniform Commercial Code").

2. Grant of Security. The Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all patents and patent applications of the Borrower, including those set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all trademark registrations and applications of the Borrower together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal

law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all copyright registrations, applications and copyright registrations of the Borrower, and applications exclusively licensed to the Borrower and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and Loan Documents, which are hereby incorporated by reference. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement and related Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (eg, “pdf”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Interpretation. The validity, construction and enforcement of this IP Security Agreement is governed by the internal law of the State of Minnesota, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Minnesota. Invalidity of any provision of this IP Security Agreement shall not affect the validity of any other provision.

7. **Dispute Resolution**. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Minnesota located in Hennepin County, Minnesota, and to the jurisdiction of the United States District Courts located in Minnesota for the purpose of any suit, action or other proceeding arising out of or based upon this IP Security Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this IP Security Agreement except in the state courts of Minnesota located in Hennepin County, Minnesota or the United States District Courts located in Minnesota, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this IP Security Agreement or the subject matter hereof may not be enforced in or by such court.

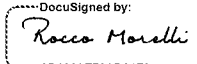
Each of the parties to this IP Security Agreement consents to personal jurisdiction for any equitable action sought in the United States District Courts located in Minnesota or any court of the State of Minnesota located in Hennepin County, Minnesota having subject matter jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the Borrower and the Lender have executed this IP Security Agreement as of the date first above written.

BORROWER:

RECOMBINETICS, INC.

By: 
CB186AF79AD24F3
Rocco Morelli, Chief Executive Officer

Address:

3388 Mike Collins Drive
Eagan, MN 55121

LENDER:

GOPHER FINANCIAL TWO, LLC

By: 
2A368ADB107E4D7
Peter Hajas, Manager

Address:

16526 West 78th Street, Suite 333
Eden Prairie, MN 55436

77756266 v1

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE 1

Recombinetics, Inc.
Active Patents and Patent Applications

WSGR Docket No.	RCI/ACC Reference	Country	Application No.	Patent No.	Status	Title	Inventors
53545-703.302	04-US-04	United States of America	12/622,886	9,499,808	Issued	USING CYTOSINE DEAMINASES TO DIMINISH RETROELEMENT TRANSFER FROM PIGS TO HUMANS	HARRIS, Reuben S.; JONSSON, Stefan R.; FAHRENKRUG, Scott C.; LARUE, Rebecca St. Claire
53545-704.301	01-US-03	United States of America	13/645,788	8,785,718	ISSUED	METHODS FOR PRODUCING A TRANSGENIC PIG USING A HYPER-METHYLATED TRANSPOSON	FAHRENKRUG, Scott C.; CARLSON, Daniel F.; GEURTS, Aron M.
53545-706.301	03-US-03	United States of America	12/869,232	9,074,224	Issued	METHODS AND COMPOSITIONS FOR TARGETED GENE MODIFICATION	ESSNER, Jeffrey J.; LIAO, Hsin-kai; FAHRENKRUG, Scott C.
53545-707.301	05-US-04	United States of America	13/467,588	8,518,701	Issued	METHODS AND MATERIALS FOR PRODUCING TRANSGENIC ARTIODACTYLS	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-715.401	21-US-04	United States of America	15/802,272	10,959,414	ISSUED	EFFICIENT NON-MEIOTIC ALLELE INTROGRESSION	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-715.201	21-US-02	United States of America	14/263,446	9,528,124	ISSUED	LIVESTOCK WITH GENETICALLY MODIFIED PROLACTIN RECEPTOR	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-715.304	21-US-06	United States of America	17/933,367		Pending	EFFICIENT NON-MEIOTIC ALLELE INTROGRESSION IN LIVESTOCK	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-715.302	21-US-06	United States of America	16/137,246	11,477,969	ISSUED	EFFICIENT NON-MEIOTIC ALLELE INTROGRESSION IN LIVESTOCK	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-716.301	28-US-03	United States of America	17/379,898		FINAL REJ	METHODS FOR MAKING GENETIC EDITS	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-719.401	45-US-03	United States of America	16/282,232		FINAL REJ	GENETICALLY MODIFIED ANIMALS HAVING INCREASED HEAT TOLERANCE	SONSTEGARD, Tad S.; CARLSON, Daniel F.; FAHRENKRUG, Scott C.
53545-723.301	52-US-03	United States of America	16/385,864		Published	ENGINEERING OF HUMANIZED CAR T-CELL AND PLATELETS BY GENETIC COMPLEMENTATION	FAHRENKRUG, Scott C.; COOPER, Laurence; HACKETT PERRY B; CARLSON, Daniel F.
53545-726.301		United States of America	16/908,947		Published	INDUCIBLE DISEASE MODELS METHODS OF MAKING THEM AND USE IN TISSUE COMPLEMENTATION	CARLSON, Daniel F.; LANCTO, Cheryl; FAIRMAN, Colin

Recombinetics, Inc.
Active Patents and Patent Applications

WSGR Docket No.	RCI/ACC Reference	Country	Application No.	Patent No.	Status	Title	Inventors
53545-731.301	80-WO-01	United States of America	17/496,721		Published	STERILE FISH	CLARK, Karl J.; SONSTEGARD, Tad S.; CARLSON, Daniel F.
53545-737.301	RCI-84-WO-01	United States of America	17/187,121		Published	PRODUCTION METHOD FOR ANIMAL MODELS WITH DISEASE ASSOCIATED PHENOTYPES	CARLSON, Daniel F.; SOLIN, Staci Lyn
53545-746.302	21-US-02-CIP- 12	United States of America	16/567,682	10,959,415	ISSUED	NON-MEIOTIC ALLELE INTROGRESSION	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-746.301	21-US-02-CIP- 10	United States of America	16/567,655	10,893,667	ISSUED	NON-MEIOTIC ALLELE INTROGRESSION	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-746.303		United States of America	17/118,064		Published	NON-MEIOTIC ALLELE INTROGRESSION	FAHRENKRUG, Scott C.; CARLSON, Daniel F.
53545-746.501	21-US-02-CIP 18	United States of America	16/424,356	10,920,242	ISSUED	NON-MEIOTIC ALLELE INTROGRESSION	FAHRENKRUG, Scott C.; CARLSON, Daniel F.