

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8088778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT - TAKEBACK
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SOCOPLAN S.A.S.	07/24/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ACQUIOM AGENCY SERVICES LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	150 SOUTH 5TH STREET, SUITE 2600
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8235617
<b>Patent Number:</b>	8235618
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	8004945225
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	STEWART WALSH
<b>Address Line 1:</b>	1025 CONNECTICUT AVE NW, SUITE 712
<b>Address Line 2:</b>	COGENCY GLOBAL INC.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	2075254 TAKEBACK
<b>NAME OF SUBMITTER:</b>	KAREN S. COTTRELL
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	08/01/2023
<b>Total Attachments: 5</b>	
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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of July 24, 2023, is made by SOCOPLAN S.A.S, a *société par actions simplifiée*, organized and existing under the laws of France (the “Grantor”), in favor of ACQUIOM AGENCY SERVICES LLC (“Acquiom”), as collateral agent (in such capacity, the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time party to the Takeback Credit Agreement, dated as of March 8, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TRIPOLIS HOLDINGS S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*) (“Holdings”), TRIPOLIS INTERMEDIATE HOLDINGS S.C.A., a Luxembourg partnership limited by shares (*société en commandite par actions*), BIOPLAN USA, INC., a Delaware corporation (“Bioplan U.S.”), as a borrower, TRIPOLIS US LLC, a Delaware limited liability company, as a borrower (and together with Bioplan U.S., the “Borrowers”), the Lenders from time to time party thereto, Acquiom and SEAPORT LOAN PRODUCTS LLC, as co-administrative agents, and Acquiom, as the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to extend credit to the Borrowers, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a French law patents pledge agreement (*convention de nantissement de brevets*), dated as of July 24, 2023, over certain patents held by it, together with the relevant registration forms (*inscriptions de nantissement*) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “French Pledge Agreement”);

WHEREAS, pursuant to the French Pledge Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in the Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make or continue to extend credit in the form of Loans under the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the French Pledge Agreement.
2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the French Pledge Agreement and is expressly subject to the terms and conditions thereof. The French Pledge Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the French Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the French Pledge Agreement, the terms of the French Pledge Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the rights to payment, liens and security interests granted to the Collateral Agent pursuant to this Agreement and the French Pledge Agreement are expressly subject to the rights granted in favor of the Priority Debt Secured Parties, including rights to payment, liens and security interests granted to Acquiom and Seaport, as Co-Administrative Agents, pursuant to or in connection with the Priority Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or under the French Pledge Agreement is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement or the French Pledge Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

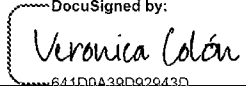
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SOCOPLAN S.A.S.,**  
as the Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Carl Allain  
Title: General Manager

**ACQUIOM AGENCY SERVICES LLC,**  
as the Collateral Agent

DocuSigned by:

By:   
641D0A39D92943D...

Name: **Veronica Colón**

Title **Senior Director**

[Signature Page to Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 064447 FRAME: 0821**

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

U.S. Patents and Design Patents

<b>Grantor</b>	<b>Grant Date</b>	<b>Patent Number</b>	<b>Title</b>
SOCOPLAN S.A.S.	8/7/2012	8235617	UNIT COMPRISING A PACKAGING CONTAINING AN APPLICATOR AND THE PRODUCT TO BE APPLIED
SOCOPLAN S.A.S.	8/7/2012	8235618	SAMPLE DOSE WITH APPLICATOR

U.S. Patent Applications

None.

Schedule to Grant of Security Interest in Patent Rights