

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI203031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IC Biomedical, LLC	04/29/2024
IC Biomedical US, LLC	04/29/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	MidCap Business Credit LLC
<b>Street Address:</b>	433 South Main Street
<b>City:</b>	West Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06110
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14210918
<b>Application Number:</b>	29603537
<b>Application Number:</b>	29619824
<b>Application Number:</b>	07972904
<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>	(610)640-5800
<b>Email:</b>	IPDocketing@stradley.com,kcarlson@stradley.com
<b>Correspondent Name:</b>	Stradley Ronon Stevens & Young, LLP
<b>Address Line 1:</b>	30 Valley Stream Parkway
<b>Address Line 4:</b>	Malvern , PENNSYLVANIA 19355
<b>ATTORNEY DOCKET NUMBER:</b>	187978-0023
<b>NAME OF SUBMITTER:</b>	Katie Carlson
<b>SIGNATURE:</b>	Katie Carlson
<b>DATE SIGNED:</b>	05/01/2024
<b>Total Attachments: 10</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 29th day of April, 2024, by and among MidCap Business Credit LLC, a Texas limited liability company ("**Lender**"), and IC Biomedical, LLC, a Delaware limited liability company ("**ICB**"), and IC Biomedical US, LLC, a Delaware limited liability company ("**ICBUS**", and together with ICB, jointly and severally and collectively, "**Grantors**" and each a "**Grantor**").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement between, among others, Lender and Grantors dated as of the date hereof (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Lender a security interest in all of Grantors' 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, Grantors hereby represent, warrant, covenant and agree as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantors grant and pledge to Lender, a security interest in all of Grantors' 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:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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**");

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;

Any and all design rights that may be available to Grantors now or hereafter existing, created, acquired or held;

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

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 Grantors connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto, but excluding in each case any trademark applications filed with the United States Patent and Trademark Office on an "intent to use" basis, unless and until an Amendment to Allege Use or Statement of Use is filed with and accepted by the United States Patent and Trademark Office (collectively, the "**Trademarks**");

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**");

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;

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;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall automatically terminate upon the payment in full of the Obligations (other than any indemnity obligations that expressly survive termination of the Loan Agreement for which no claim has been asserted) and the termination of Lender's commitment to make Loans, and Lender shall, at Grantors' expense, deliver such releases as may be reasonably requested by Grantors to reflect the foregoing.

This Intellectual Property Security Agreement can be waived, modified or amended only explicitly in a writing signed by Lender and Grantors. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantors under this Intellectual Property Security Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall

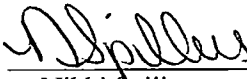
not be obligated to preserve any rights Grantors may have against prior parties, to realize on the Copyrights, Patents, Trademarks and Master Works at all or in any particular manner or order, or to apply any cash proceeds of Copyrights, Patents, Trademarks and Master Works in any particular order of application. This Intellectual Property Security Agreement shall be binding upon and inure to the benefit of Grantors and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantors and delivered to Lender, and Grantors waive notice of Lender's acceptance hereof. Lender may execute this Intellectual Property Security Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Intellectual Property Security Agreement shall not affect or impair the validity or effectiveness of this Intellectual Property Security Agreement. A carbon, photographic or other reproduction of this Intellectual Property Security Agreement or of any financing statement signed by Grantors shall have the same force and effect as the original for all purposes of a financing statement. This Intellectual Property Security Agreement shall be governed by the law of the State of New York without regard to conflicts of law provisions, but including giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law. If any provision or application of this Intellectual Property Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Intellectual Property Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Intellectual Property Security Agreement shall survive the execution, delivery and performance of this Intellectual Property Security Agreement and the creation and payment of the Obligations. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

[Signatures on Next Page]

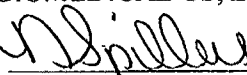
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

IC BIOMEDICAL, LLC

By:   
Name: Nikki Spillers  
Title: Chief Financial Officer

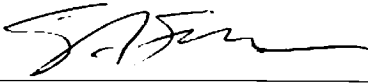
IC BIOMEDICAL US, LLC

By:   
Name: Nikki Spillers  
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*

**LENDER:**

MIDCAP BUSINESS CREDIT LLC

By: 

Name: Steven A. Samson

Title: President

EXHIBIT A

Copyrights

None.





EXHIBIT B

Patents

Record	Title	App. No.	Status	Owner
US Federal	Cryogenic fluid cylinder	14210918	Issued	IC BIOMEDICAL US, LLC
US Federal	Container for cryogenic dewar	29603537	Issued	IC BIOMEDICAL US, LLC
US Federal	Light device for dewar	29619824	Issued	IC BIOMEDICAL US, LLC
US Federal	Temperature control system for liquid nitrogen refrigerator	07972904	Issued	IC BIOMEDICAL US, LLC
Korea	Systems and methods for managing cryogenic storage containers	KR1020207007997 A	Pending	IC BIOMEDICAL US, LLC
Japan	Systems and methods for managing cryogenic storage containers	JP2020516847A	Pending	IC BIOMEDICAL US, LLC

EXHIBIT C

Trademarks

Record	Trademark	Status/Key Dates	Owner
US Federal	IC and Design  RN: 1278077 SN: 73334522	Renewed, April 12, 2014 Office Status: Registered and Renewed Int'l Class: 21 First Use: October 8, 1981 Filed: October 28, 1981 Registered: May 15, 1984 Last Renewal: May 15, 2014	IC Biomedical, LLC (Delaware Limited Liability Company) 1031 Cass White Road, CARTERSVILLE, Georgia 30121 United States of America
US Federal	IC BIOMEDICAL RN: 6944024 SN: 90312191	Registered, January 3, 2023 Office Status: Registered Int'l Class: 06,11 First Use: November 1, 2020 Filed: November 11, 2020 Registered: January 3, 2023	IC Biomedical, LLC (Delaware Limited Liability Company) 1031 Cass White Road, CARTERSVILLE, Georgia 30121 United States of America
US Federal	K SERIES RN: 6734374 SN: 90312239	Registered, May 24, 2022 Office Status: Registered Int'l Class: 11 First Use: 1985 Filed: November 11, 2020 Registered: May 24, 2022	IC Biomedical, LLC (Delaware Limited Liability Company) 1031 Cass White Road, CARTERSVILLE, Georgia 30121 United States
US Federal	K SERIES CRYOSTORAGE SYSTEM (Stylized)  RN: 4856333 SN: 86257751	Registered, January 2, 2021 Office Status: Section 8-Accepted Int'l Class: 06 First Use: May, 1985 Int'l Class: 11 First Use: 1985 Filed: April 21, 2014 Registered: November 17, 2015	Ic Biomedical Us, LLC (Delaware Limited Liability Company) 1031 Cass White Road, CARTERSVILLE, Georgia 30121 United States
US Federal	TAYLOR-WHARTON SN: 97352310	Published, March 12, 2024 Office Status: Published For Opposition Filed: April 7, 2022	IC Biomedical, LLC (Delaware Limited Liability Company) 1031 Cass White Road, CARTERSVILLE,

Record	Trademark	Status/Key Dates	Owner
			Georgia 30121 United States
US Federal	TAYLOR-WHARTON BIOMEDICAL  SN: 90722085	Application pending publication, October 25, 2023 Office Status: Second Extension - Granted Filed: May 19, 2021 Register Type: Principal Register	IC Biomedical, LLC (Delaware Limited Liability Company) 1031 Cass White Road, CARTERSVILLE, Georgia 30121 United States of America

EXHIBIT D

Mask Works

None.