

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symbiome, Inc.		09/10/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	237 Park Avenue, Floor 06		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017-3140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88164652	BIOME RESET	
Serial Number:	90042283	DERIVED FROM THE PAST DESIGNED FOR THE F	
Serial Number:	88921273	MODERN SKINCARE AS NATURE INTENDED	
Serial Number:	88107362	PERSONA BIOME	
Serial Number:	88223899	POSTBIOMIC	
Serial Number:	88223896	POSTBIOMIC	
Serial Number:	88819566	PREBIOMIC	
Serial Number:	88219930	SYMBIOME	
Serial Number:	88219927	SYMBIOME	
Serial Number:	88223894	SYMBIOMIC	
Serial Number:	88223890	SYMBIOMIC	
Serial Number:	88223902	WILD TYPE	
Serial Number:	88223900	WILD TYPE	
Serial Number:	90132417	POSTBIOMIC	
Serial Number:	90132409	BIOINTACT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$390.00 88164652

Phone: 5614142116
Email: tbinder@vlplawgroup.com
Correspondent Name: Tatiana Binder
Address Line 1: 305 Cambridge Drive
Address Line 4: Lynchburg, VIRGINIA 24502

NAME OF SUBMITTER: Tatiana Binder

SIGNATURE: /TatianaBinder/

DATE SIGNED: 09/10/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 10, 2020 by and between JPMORGAN CHASE BANK, N.A. (“Lender”) and Symbiome, Inc. (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and between Lender and Grantor dated September 10, 2020 (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor 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 Grantor under the Credit Agreement.

B. Pursuant to the terms of that certain Pledge and Security Agreement by and between Lender and Grantor dated September 10, 2020 (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Lender 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 any and all intellectual property rights in computer software and computer software products 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, 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”);

(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, 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, extensions, 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.

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 Lender.

Grantor hereby authorizes Lender 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 Credit Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

SYMBIOME, INC.

By: 

Name: Adam Klausner

Title: Chief Operating Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Lauren Daley

Title: Authorized Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 007048 FRAME: 0572

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GRANTOR:

SYMBIOME, INC.

By: _____

Name: Adam Klausner

Title: Chief Operating Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Lauren Daley

Title: Authorized Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
BIOME RESET	22-Oct-2018	88/164652
DERIVED FROM THE PAST DESIGNED FOR THE FUTURE	08-Jul-2020	90/042283
MODERN SKINCARE AS NATURE INTENDED	18-May-2020	88/921273
PERSONA BIOME	06-Sep-2018	88/107362
POSTBIOMIC	10-Dec-2018	88/223899
POSTBIOMIC	10-Dec-2018	88/223896
PREBIOMIC	03-Mar-2020	88/819566
SYMBIOME	06-Dec-2018	88/219930
SYMBIOME	06-Dec-2018	88/219927
SYMBIOMIC	10-Dec-2018	88/223894
SYMBIOMIC	10-Dec-2018	88/223890
WILD TYPE	10-Dec-2018	88/223902
WILD TYPE	10-Dec-2018	88/223900
POSTBIOMIC	24-Aug-2020	90/132417
BIOINTACT	24-Aug-2020	90/132409

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
SYMBIOME	03-Mar-2020	1539061

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE