

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANUS BIO INC.		08/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EICF AGENT LLC		
Street Address:	600 3rd Avenue, Floor 38		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1262746	NUTRASWEET	
Registration Number:	1325241	NUTRASWEET	
Registration Number:	1336188	NUTRASWEET	
Registration Number:	1353525		
Registration Number:	1358678	NUTRASWEET	
Registration Number:	1366139		
Registration Number:	1440365	NUTRASWEET BRAND SWEETENER	
Registration Number:	1859360	NECTA SWEET	
Registration Number:	2346442	TWINSWEEP	
Registration Number:	3202560		
Serial Number:	88905225	NUTRASWEET NATURAL	
Serial Number:	90138413		
Serial Number:	90138444	NUTRASWEETM NATURAL	
Serial Number:	90138453	NUTRASWEETL NATURAL	
Serial Number:	90505587	KEEPING NATURE NATURAL	
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 1262746

Phone: 212-655-2535
Email: mmyones@chapman.com
Correspondent Name: Chapman and Cutler LLP
Address Line 1: 1270 Avenue of the Americas, 30th Floor
Address Line 2: Michael Myones
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Michael Myones

SIGNATURE: /Michael Myones/

DATE SIGNED: 08/23/2021

Total Attachments: 8

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source=Manus - (USPTO) Trademark Recordation Cover Sheet and Agreement#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MANUS BIO INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 20, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EICF AGENT LLC

Street Address: 600 3rd Avenue, Floor 38

City: New York

State: New York

Country: USA Zip: 10016

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Exhibit A

B. Trademark Registration No.(s)

See Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Myones

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-2535

Docket Number: N/A

Email Address: mmyones@chapman.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Michael Myones
Signature

08/20/2021

Date

Michael Myones

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **8**

Exhibit A

Registered Trademarks

1262746

1325241

1336188

1353525

1358678

1366139

1440365

1859360

2346442

3202560

Applications

88905225

90138413

90138444

90138453

90505587

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 20, 2021, is made by MANUS BIO INC., a Delaware corporation (the "Grantor"), in favor of EICF AGENT LLC, a Delaware limited liability company having a business address at 600 3rd Avenue, Floor 38, New York, NY 10016, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, as Borrower, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all Trademarks owned by the Grantor and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, divisionals, and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark subject to such License; and

(d) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all claims, causes of action, and rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Exclusion from Trademark Collateral. Notwithstanding anything contained herein, the Trademark Collateral does not include any “intent to use” trademark applications if, and solely during any period within which, the grant, attachment or enforcement of a Lien on or security interest therein would impair the validity or enforceability, or result in the cancellation or voiding, of such application or registration issuing therefrom, or any Trademark covered thereby or associated therewith.

Section 4. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 5. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control and supersede.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder. **NOTWITHSTANDING THE FOREGOING, THE GRANTOR SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.**

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 8. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns in accord with the terms set forth in the Loan Agreement.

Section 9. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MANUS BIO INC., as Grantor

By: 

Name: JEREMIAH HUX


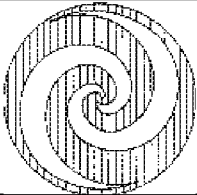
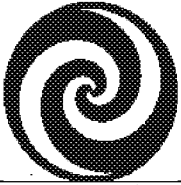

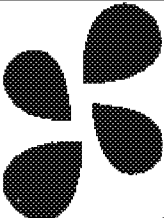

Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

EICF AGENT LLC, as Agent

DocuSigned by:
Harry Giovanni
By: _____
38FBB22BC473491...
Name: Harry Giovanni
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Registrant or Applicant	Application No. (Serial Number)	Date of Application (Filing Date)	Registration Number	Registration Date
Typed Drawing	Manus Bio Inc.	73272614	August 1, 1980	1262746	January 3, 1984
	Manus Bio Inc.	73474979	April 11, 1984	1325241	March 19, 1985
Typed Drawing	Manus Bio Inc.	73466992	February 23, 1984	1336188	May 21, 1985
	Manus Bio Inc.	73509668	November 19, 1984	1353525	August 13, 1985
NUTRASWEET	Manus Bio Inc.	73466993	February 23, 1984	1358678	September 10, 1985
	Manus Bio Inc.	73497459	August 31, 1984	1366139	October 22, 1985
	Manus Bio Inc.	73597613	May 8, 1986	1440365	May 26, 1987
Typed Drawing	Manus Bio Inc.	74394248	May 24, 1993	1859360	October 25, 1994
TWINSWEET	Manus Bio Inc.	75472723	April 23, 1998	2346442	May 2, 2000
	Manus Bio Inc.	78147328	July 25, 2002	3202560	January 23, 2007
	Manus Bio Inc.	88905225	May 7, 2020	none	none

Mark	Registrant or Applicant	Application No. (Serial Number)	Date of Application (Filing Date)	Registration Number	Registration Date
	Manus Bio Inc.	90138413	August 26, 2020	none	none
NUTRASWEETM NATURAL	Manus Bio Inc.	90138444	August 26, 2020	none	none
NUTRASWEETL NATURAL	Manus Bio Inc.	90138453	August 26, 2020	none	none
NUTRASWEETL NATURAL	Manus Bio Inc.	90505587	February 2, 2021	none	none