

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674620

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900640833		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axion BioSystems, Inc.		08/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lucid Trustee Services Limited		
Street Address:	6th Floor, No 1 Building		
Internal Address:	1-5 London Wall Buildings		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6245700	LEAP ASSAY	
Registration Number:	5449285	LIFE'S CIRCUITRY	
Registration Number:	5299401	A AXION BIOSYSTEMS	
Registration Number:	5179257	EXPLORE LIFE'S CIRCUITRY	
Registration Number:	3921628	AXION BIOSYSTEMS	
Serial Number:	88764006	EFLASK	
Serial Number:	88764020	SMART CULTURE	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	2128065400		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th floor		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	007254/0003		
NAME OF SUBMITTER:	Jeffrey Mann		

SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	09/15/2021
Total Attachments: 6 source=Project Pixel - Trademark Security Agreement (Executed)#page1.tif source=Project Pixel - Trademark Security Agreement (Executed)#page2.tif source=Project Pixel - Trademark Security Agreement (Executed)#page3.tif source=Project Pixel - Trademark Security Agreement (Executed)#page4.tif source=Project Pixel - Trademark Security Agreement (Executed)#page5.tif source=Project Pixel - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Axion BioSystems, Inc., a Delaware corporation, having an address of 1819 Peachtree Road NE, Suite 350, Atlanta, GA US 30309 (“**Grantor**”) in favor of Lucid Trustee Services Limited, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement, dated as of August 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for past, present or future infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law, provided that upon submission and acceptance by the USPTO of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, such intent-to-use trademark application shall automatically be considered part of the Trademark Collateral.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER, OR RELATED TO, THIS TRADEMARK SECURITY AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD

TO CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

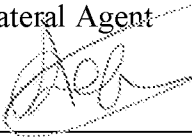
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AXION BIOSYSTEMS, INC., as a Grantor

By: 
Name: Tom O'Brien
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

LUCID TRUSTEE SERVICES LIMITED,
as Collateral Agent

By:  _____

Name: Andrew Brookes

Title: Authorised Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

GRANTOR	TRADEMARK	REG. NO.	REG. DATE
AXION BIOSYSTEMS, INC.	LEAP ASSAY	6.245.700	12-JAN-2021
AXION BIOSYSTEMS, INC.	LIFE'S CIRCUITRY	5.449.285	17-APR-2018
AXION BIOSYSTEMS, INC.	A AXION BIOSYSTEMS	5.299.401	3-OCT-2017
AXION BIOSYSTEMS, INC.	EXPLORE LIFE'S CIRCUITRY	5.179.257	11-APR-2017
AXION BIOSYSTEMS, INC.	AXION BIOSYSTEMS	3.921.628	22-FEB-2011

TRADEMARK APPLICATIONS

GRANTOR	TRADEMARK	APP. NO.	FILING. DATE
AXION BIOSYSTEMS, INC.	EFLASK	88/764.006	17-Jan 2020
AXION BIOSYSTEMS, INC.	SMART CULTURE	88/764,020	17-Jan 2020