

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2933702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CYNVENIO BIOSYSTEMS, INC.	07/10/2014
RECEIVING PARTY DATA	
Name:	ALAN J. HEEGER
Street Address:	212 EQUESTRIAN AVE
City:	SANTA BARBARA
State/Country:	CALIFORNIA
Postal Code:	93101
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8263387
Application Number:	12197169
Application Number:	61706126
Application Number:	61674696
Application Number:	61702730
Application Number:	61702734
CORRESPONDENCE DATA	
Fax Number:	(805)966-3320
<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:	805-966-2440
Email:	smartin@rppmh.com
Correspondent Name:	SHERRIE MARTIN
Address Line 1:	1421 STATE STREET STE. B
Address Line 4:	SANTA BARBARA, CALIFORNIA 93101
NAME OF SUBMITTER:	SHERRIE MARTIN
SIGNATURE:	/s/ Sherrie Martin
DATE SIGNED:	07/10/2014
Total Attachments: 7	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Patent Security Agreement") is made and entered into, effective as of July 10, 2014 (the "Effective Date"), by CYNVENIO BIOSYSTEMS, INC., a Delaware corporation ("Debtor"), in favor of ALAN J. HEEGER, in his capacity as "Collateral Agent" (in such capacity, the "Collateral Agent") for the persons and entities listed as "Creditors" on **SCHEDULE 1** to that certain Intercreditor Agreement dated July 10, 2014, by and among the Collateral Agent and such "Creditors," as amended from time to time (such Creditors collectively, "Secured Parties," and each individually, a "Secured Party"), with reference to the following facts:

RECITALS:

A. Pursuant to that certain Convertible Secured Promissory Note and Warrant Purchase Agreement dated concurrently herewith by and between Debtor and the "Investors" named on Exhibit A thereto (the "Purchase Agreement"), Debtor is authorized to issue certain "Convertible Secured Promissory Notes" in the aggregate maximum principal amount of Three Million Dollars (\$3,000,000) (collectively, the "Notes").

B. As an inducement to the Investors (each of whom or which is a Secured Party) to accept the Notes, Debtor has agreed to grant to Secured Parties a first-priority lien in Debtor's assets, including its patents, to secure the Notes.

C. Secured Parties are willing to make the loan on the terms and conditions set forth in the Purchase Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to each of them that certain Purchase Agreement, that certain Security Agreement dated concurrently herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and this Patent Security Agreement; and

D. The parties hereto agreed to execute this Patent Security Agreement to memorialize the terms and conditions on which Debtor shall grant a first-priority security interest in and to Debtor's patents to Secured Parties.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

1.1 Debtor hereby grants, pledges, and assigns to Collateral Agent for the benefit of Secured Parties a continuing first priority security interest (the "First Priority Lien") in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those patents and applications, registrations and recordings described in **SCHEDULE 1** attached hereto and made a part hereof, and licenses relating to Patents to which it is a party;

(b) all reissues, continuations, continuations-in-part or extensions of the foregoing;
and

(c) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Patent or any license relating to a Patent.

1.2 The First Priority Lien described in Section 1.1, above, is subject to (i) tax, materialmen's or the like liens for obligations due and not yet payable, and (ii) purchase money security interests in equipment or other fixed or capital assets (including capital leases).

2. OBLIGATIONS SECURED. The obligations ("Obligations"), whether now existing or arising hereafter, secured by this Patent Security Agreement shall include (i) the payment of all principal and interest on the Notes, and the performance by Debtor of the additional obligations set forth in the Notes, the Security Agreement, this Patent Security Agreement, and the Purchase Agreement; (ii) all payments made or expenses incurred by Secured Parties and Collateral Agent, including, but not limited to, reasonable attorneys' fees and legal expenses in the exercise, preservation or enforcement of any of the rights, powers or remedies of Secured Parties or in the enforcement of the obligations of Debtor under the Purchase Agreement, this Patent Security Agreement, the Security Agreement, or the Notes and including any such payments or expenses of the Collateral Agent; and (iii) any obligations of Debtor to Secured Parties or Collateral Agent arising from amendments, modifications, renewals or extensions of any of the foregoing obligations.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent on behalf of Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Patent 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.

4. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto, subject to the terms of the Security Agreement. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new patent rights as provided in the Security Agreement.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other loan document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


[Signatures appear on the following page.]

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

"DEBTOR:"

"COLLATERAL AGENT:"

CYNVENIO BIOSYSTEMS, INC., a Delaware corporation

By 
Andre de Fusco, Chief Executive Officer

Alan J. Heeger

Address, Facsimile No. and Email for Notices:

Address, Facsimile No. and Email for Notices:

Cynvenio Biosystems, Inc.
Attn: Chief Executive Officer
2260 Townsgate Rd., Suite 2
Westlake Village, CA 91361.

1042 Las Alturas Road
Santa Barbara, CA 93103

Facsimile No.: (508) 464-8538
Email: adefusco@cynvenio.com

Facsimile: () _____
Email: ajhel@physics.ucsb.edu

with a copy to:

Reicker, Pfau, Pyle & McRoy
Attn.: Michael E. Pfau, Esq.
1421 State Street, Suite B
P.O. Box 1470
Santa Barbara, CA 93102-1470

Facsimile No.: (805) 966-3320
Email: mpfau@rppmh.com

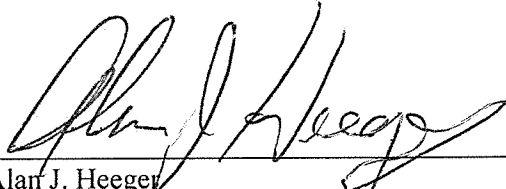
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"COLLATERAL AGENT:"

CYNVENIO BIOSYSTEMS, INC., a Delaware corporation

By _____
Andre de Fusco, Chief Executive Officer



Alan J. Heeger

Address, Facsimile No. and Email for Notices:

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Cynvenio Biosystems, Inc.
Attn: Chief Executive Officer
2260 Townsgate Rd., Suite 2
Westlake Village, CA 91361.

1042 Las Alturas Road
Santa Barbara, CA 93103

Facsimile: 805 883-4755
Email: ajhe1@physics.ucsb.edu

Facsimile No.: (508) 464-8538
Email: adefusco@cynvenio.com

with a copy to:

Reicker, Pfau, Pyle & McRoy
Attn.: Michael E. Pfau, Esq.
1421 State Street, Suite B
P.O. Box 1470
Santa Barbara, CA 93102-1470

Facsimile No.: (805) 966-3320
Email: mpfau@rppmh.com

ACKNOWLEDGMENT

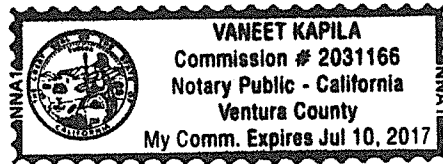
State of California)
County of Ventura)

On July 7th, 2014 before me, Vaneet Kapila, Notary Public, personally appeared Andre De Fusco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vaneet Kapila (Seal)
Signature



ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGMENT

State of CALIFORNIA)

County of SANTA BARBARA)

On July 7, 2014, before me, Vicki S. Wallace, Notary Public,
personally appeared ALAN J. HEEGER

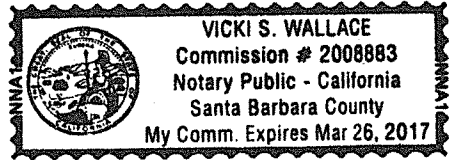
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vicki S. Wallace (Seal)

Signature



State of _____)

County of _____)

On _____, before me, _____, Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (Seal)

Signature

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

TITLE OF APPLICATION	INVENTORSHIP	U.S. APP/PATENT #	TYPE	FILING/ISSUE DATE
Sheath Flow Devices and Methods	Cynvenio	8,263,387	Issued	6/10/2009
Trapping Magnetic cell sorting system for Target Species	Cynvenio	12/197169	Regular	8/23/2007
Thermolabile Microspheres and Methods of Use	Cynvenio	61/706,126	Regular	9/27/2012
Dual Enzymatic Amplification	Cynvenio	61/674,696	Regular	7/23/2012
Spin Elute Tube	Cynvenio	61/702,730	Regular	9/18/201
Fluid Reservoir	Cynvenio	61/702,734	Regular	9/18/2012

SCHEDULE 1