

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3213475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GENEWIZ, INC.	02/04/2015
RECEIVING PARTY DATA	
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	2 BETHESDA METRO CENTER
Internal Address:	SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8420341
Application Number:	13852711
Application Number:	14270805
Application Number:	62055153
CORRESPONDENCE DATA	
Fax Number:	(404)443-5697
<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:	404-443-5735
Email:	lallen@mcguirewoods.com
Correspondent Name:	ADAM MONICH, ESQ.
Address Line 1:	MCGUIREWOODS LLP
Address Line 2:	1230 PEACHTREE STREET, N.E., STE. 2100
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	2060236-0108 GENEWIZ
NAME OF SUBMITTER:	LATOSHA E. ALLEN
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	02/05/2015
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 4, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 4, 2015 (as amended, restated or supplemented from time to time, the “Credit Agreement”), by and among Borrower, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Patent Security Agreement;

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

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

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

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) 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 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. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies

of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

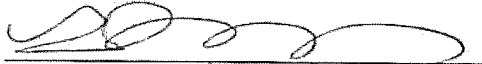
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent 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.

[Signature pages follow]

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

GENEWIZ, INC., as a Grantor

By: 
Name: Zheng-Bing Sun
Title: Chief Executive Officer

GENEWIZ, INC.
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

PATENT
REEL: 034895 FRAME: 0270

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Verleria King-Jones
Title: Duly Authorized Signatory

GENEWIZ, LLC
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

PATENT
REEL: 034895 FRAME: 0271

**SCHEDULE I
TO
SECURITY AGREEMENT**

Patent Registration and Applications

1. REGISTERED PATENT

<u>Grantor</u>	<u>Description</u>	<u>Filing Number</u>
GENEWIZ, Inc.	Zhong-Ping Sun, Shihong Li, Conrad Leung, and Guo-Juan Liao (2010) Method for measuring ADP	USP#8420341

2. PATENT APPLICATIONS

<u>Grantor</u>	<u>Description</u>	<u>Filing Number</u>
GENEWIZ, Inc.	Shihong Li, Shifang Zhang and Conrad Leung (2012) Methods and Compositions for Amplifying and Sequencing DNA or RNA Templates.	U.S. Patent Application No. 13/852,711
GENEWIZ, Inc.	Jun Huang, Hairong Duan, Ginger Zhou, Xin Wu and Shihong Li (2014) Methods and Kits for Identifying Microorganisms in a Sample	U.S. Patent Application No. 14/270,805
GENEWIZ, Inc.	Shihong Li, Narisra Jongkam, Ruqin Kou, Hairong Duan, Ginger Zhou and Shifang Zhang (2014). High Throughput Sequencing Of End Regions of Long Linear DNAs	US provisional patent application# 62055153