

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3449989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CYTONOME/ST, LLC	07/21/2015
RECEIVING PARTY DATA	
Name:	COMPASS BANK
Street Address:	1703 W. 5TH STREET
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78703
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	14689508
Application Number:	14629057
Application Number:	14739812
Application Number:	14713594
Application Number:	14713901
Application Number:	62184526
CORRESPONDENCE DATA	
Fax Number:	(713)223-3717
<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:	7132261200
Email:	rljackson@lockelord.com
Correspondent Name:	LOCKE LORD LLP
Address Line 1:	600 TRAVIS
Address Line 2:	SUITE 2800
Address Line 4:	HOUSTON, TEXAS 77002-3095
ATTORNEY DOCKET NUMBER:	0014020-00346
NAME OF SUBMITTER:	ROBERT JACKSON
SIGNATURE:	/ROBERT JACKSON/
DATE SIGNED:	07/22/2015

Total Attachments: 5

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**SUPPLEMENTAL PATENT SECURITY AGREEMENT
(CYTONOME/ST, LLC)**

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT ("Agreement"), dated as of July 21, 2015, is by and between CYTONOME/ST, LLC, a Delaware limited liability company, whose address is 22575 State Highway 6 South, Navasota, Texas 77868 ("Debtor"), and COMPASS BANK, an Alabama banking corporation d/b/a BBVA Compass, whose address is 1703 W. 5th Street, Suite 500, Austin, Texas 78703, Attention: Mr. John R. Burer, in its capacity as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), under the Credit Agreement described below.

WHEREAS, Debtor and Secured Party previously have entered into that certain Patent and Trademark Security Agreement dated March 18, 2015, between Debtor and Secured Party (the "Original Security Agreement"). In connection with the extension of an additional term loan facility to be covered by the Credit Agreement, Debtor and Secured Party now desire to supplement the Original Security Agreement to cover and include additional Collateral listed on Schedule 1 attached hereto which was not covered and included in the Patents Schedule attached to the Original Security Agreement;

WHEREAS, INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies ("Borrower"), Secured Party and the lenders now or hereafter a party thereto (collectively the "Lenders") have entered into that certain Fourth Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor, Secured Party and certain other subsidiaries of Borrower have entered into a Second Amended and Restated Security Agreement (Domestic Subsidiaries) dated March 18, 2015 (as said Second Amended and Restated Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement):

(a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party, the Lenders, any other holders of any of the Obligations and their respective successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

CYTONOME/ST, LLC,
a Delaware limited liability company

By: 

Name: MAURICE ROENSTEIN

Title: DIRECTOR

"Secured Party"

COMPASS BANK, an Alabama banking corporation
d/b/a BBVA Compass, as Administrative Agent

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 – Patents and Applications

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

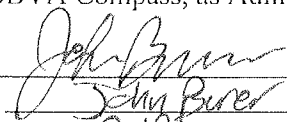
"Debtor"

CYTONOME/ST, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"Secured Party"

COMPASS BANK, an Alabama banking corporation
d/b/a BBVA Compass, as Administrative Agent

By:  _____
Name: John Burer
Title: SVP

Attachment:

Schedule 1 – Patents and Applications

**SCHEDULE 1 TO
PATENT SECURITY AGREEMENT**

PATENT APPLICATIONS

<u>Patent Description</u>	<u>Country</u>	<u>Patent Application Number</u>	<u>Status</u>
Microfluidic System Including a Bubble Valve	USA	14/689,508	Pending
Optical Detector for a Particle Sorting System	USA	14/629,057	Pending
Flow Cytometry Sorting Monitoring	USA	13/342,756	Pending
Multiple Flow Channel Particle Analysis System	USA	14/739,812	Pending
Fluid Handling System for a Fluid Flow Instrument	USA	14/713,594	Pending
Fluid Handling System for a Particle Processing Apparatus	USA	14/713,901	Pending
Microfluidic Device and System Using Acoustic Manipulation	USA	62/184,526	Provisional