

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3608682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NABSYS 2.0 LLC (SUCCESSOR-IN-INTEREST TO NABSYS, INC. AND LICENSEE FROM BROWN UNIVERSITY)	10/13/2015
RECEIVING PARTY DATA	
Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS AGENT
Street Address:	TWO BETHESDA METRO CENTER, SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7678562
Patent Number:	6689563
Patent Number:	7034143
Patent Number:	7071324
CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<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:	703 610 6100
Email:	boxip@hoganlovells.com
Correspondent Name:	VALERIE BRENNAN, HOGAN LOVELLS US LLP
Address Line 1:	7930 JONES BRANCH DRIVE, 9TH FLOOR
Address Line 2:	ATTN: BOX INTELLECTUAL PROPERTY
Address Line 4:	MCLEAN, VIRGINIA 22102
NAME OF SUBMITTER:	VALERIE BRENNAN
SIGNATURE:	/vb/
DATE SIGNED:	11/10/2015
Total Attachments: 10	
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of October 13, 2015, is made by NABSYS 2.0 LLC, a Delaware limited liability company (“**Grantor**”), in favor of HEALTHCARE FINANCIAL SOLUTIONS, LLC,¹ succeeding General Electric Capital Corporation as administrative and collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of October 13, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantor, as borrower, the financial institutions from time to time party thereto as lenders (the “Lenders”) and Agent, among other things, Lenders continued a Term Loan and other financial accommodations, originally made to Nabsys, Inc. (“Nabsys”), the prior owner of the Intellectual Property Collateral (as defined below), to Grantor, and, pursuant to the Loan Agreement and the other “Loan Documents” (as defined in the Loan Agreement, the “Loan Documents”), Grantor granted to the Agent, for the benefit of the Lenders, a first priority, perfected security interest in and Lien (as defined in the Loan Agreement) upon all or substantially all of its assets, including the Intellectual Property Collateral;

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of September 27, 2013 (as it may have been amended, restated, supplemented or otherwise modified prior to but not including the date hereof, the “Original Intellectual Property Security Agreement”), Nabsys, as grantor, granted a first priority, perfected security interest in and lien upon certain Intellectual Property Collateral (as defined in the Original Intellectual Property Security Agreement);

WHEREAS, on the date hereof, Grantor purchased all or substantially all of the assets of Nabsys and assumed certain of the obligations of Nabsys, including certain of the obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition to the Loan Agreement and the other Loan Documents that Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to continue to make their respective extensions of credit to Grantor thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

A G R E E M E N T S

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 Intellectual Property Collateral. 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 Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) 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. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. Counterparts. This 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.

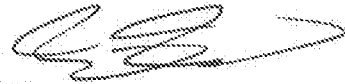
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

NABSYS 2.0 LLC

By: 

Name: BARRETT BREADY

Title: Sub Manager

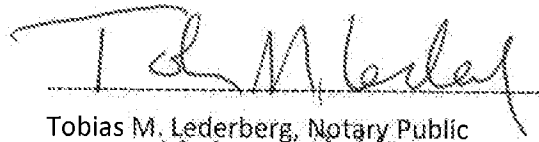
Acknowledgment of Grantor

STATE OF RHODE ISLAND

) ss

COUNTY OF PROVIDENCE

On this 12th day of October 2015, before me personally appeared Barrett Bready, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nabsys 2.0 LLC, who being by me duly sworn did depose and say that he is the Sole Manager of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

A handwritten signature in dark ink, appearing to read "T. M. Lederberg", is written over a horizontal line.

Tobias M. Lederberg, Notary Public

My Commission Expires: 8-24-2018

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Agent

By: 

Name: *Joseph M. Anderson*

Title: Duly Authorized Signatory

Licensor: Brown University
Brown Technology Partnerships
47 George Street
Providence, RI 02912

2. License, Assignment and Royalty Distribution between Brown University and Nabsys, Inc., dated April 21, 2009 [Exclusive License]

Licensor: Brown University
Brown Technology Partnerships
47 George Street
Providence, RI 02912

And any other licenses relating to the patents below:

Title: NANOPORES, METHODS FOR USING SAME, METHODS FOR MAKING SAME AND METHODS FOR CHARACTERIZING BIOMOLECULES USING SAME

The following patents are licensed from Brown University:

Two listed cases (NAB-101 U.S. Patent No. 7,678,562, granted, and NAB-100 U.S. Patent Application No. 10/546,939, abandoned) are licensed from Brown; GP is not handling these two cases. Three additional granted patents, also licensed from Brown and not being handled by GP, are:

U.S. Patent No. 6,689,563

U.S. Patent No. 7,034,143

U.S. Patent No. 7,071,324

SCHEDULE 4

TO

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT APPLICATIONS

SEE SCHEDULE 3

SCHEDULE 5

TO

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

PCT APPLICATIONS

SEE SCHEDULE 3

SCHEDULE 6

TO

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

Nationalized Foreign Applications

SEE SCHEDULE 3