

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3775320

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
BIOCISION, LLC		03/08/2016
RECEIVING PARTY DATA		
Name:	BROOKS AUTOMATION, INC.	
Street Address:	15 ELIZABETH DRIVE	
City:	CHELMSFORD	
State/Country:	MASSACHUSETTS	
Postal Code:	01824	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Application Number:	12252333	
Application Number:	12349525	
Application Number:	12819024	
Application Number:	13704970	
Application Number:	14006940	
Application Number:	14118542	
Application Number:	14712120	
Application Number:	13548022	
Application Number:	13559411	
Application Number:	13592702	
Application Number:	13671393	
Application Number:	14104850	
Application Number:	14357175	
Application Number:	14366395	
Application Number:	61994586	
Application Number:	62042669	
CORRESPONDENCE DATA		
Fax Number:		
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.		

PATENT

Email: rcsweeney@mintz.com
Correspondent Name: ROBERT SWEENEY
Address Line 1: ONE FINANCIAL CENTER
Address Line 2: MINTZ LEVIN
Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	45462-002
NAME OF SUBMITTER:	ROBERT C SWEENEY
SIGNATURE:	/Robert C. Sweeney/
DATE SIGNED:	03/09/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of March __, 2016, is made by BIOCISION, LLC, a Delaware limited liability company, located at 775 E. Blithedale Avenue, Suite 203, Mill Valley, CA 94941 (“**Grantor**”) in favor of BROOKS AUTOMATION, INC., a Delaware corporation, located at 15 Elizabeth Drive, Chelmsford, MA 01824 (the “**Collateral Agent**”), as collateral agent for the Secured Parties (as defined in the Security Agreement).

WHEREAS, the Grantor has entered into a Secured Subordinated Term Note Purchase Agreement dated as of the date hereof (the “**Note Purchase Agreement**”), with the Secured Parties.

WHEREAS, the Grantor and Collateral Agent are parties to that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, IP Collateral shall not include (i) any intent to use trademark filings and (ii) any license or other agreement that does not permit any assignment of such license or agreement or the property covered therein, other than to the extent that any prohibition on assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any other Section) of Division 9 of the Uniform Commercial Code as the same may, from time to time, be in effect in the Commonwealth of Massachusetts or in such other jurisdiction as may govern the attachment, perfection or priority of Secured Parties' security interest in any IP Collateral due to mandatory provisions of law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Parties.

3. Loan Documents. This IP Security Agreement has been entered into in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent and other Secured Parties with respect to the IP Collateral are as provided by the Note Purchase Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

BIOCISION, LLC

By: _____

Name: Rolf O. Ehrhardt

Title: Manager

AGREED TO AND ACCEPTED:

BROOKS AUTOMATION, INC., as
collateral agent

By: _____

Name:

Title:

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

BIOCISION, LLC

By: _____

Name: Rolf O. Ehrhardt

Title: Manager

AGREED TO AND ACCEPTED:

BROOKS AUTOMATION, INC., as
collateral agent

By: _____

Name: Stephen S. Schwartz

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

Schedule 1

US Issued Patents

File No.	Title	Serial No.	Filing Date	Patent/Pub No.	Issue/Pub Date
18045.13	Temperature Transfer Devices	12/252,333	October 15, 2008	8,388,912 B2	March 5, 2013
18045.14	Temperature Transfer Stand	12/349,525	January 7, 2009	8,460,621 B2	June 11, 2013

Pending Patent Applications

File No.	Title	Serial No.	Filing Date	Patent/Pub No.	Issue/Pub Date
18045.4	Specimen Freezing Rate Regulator Device	12/819,024	June 18, 2010	US 2011-0308271 A1	December 22, 2011
18045.13	Temperature Transfer Devices	12/252,333	October 15, 2008	8,388,912 B2	March 5, 2013
18045.14	Temperature Transfer Stand	12/349,525	January 7, 2009	8,460,621 B2	June 11, 2013
18045.44	Specimen Freezing Rate Regulator Device – US Natl of .9	13/704,970	December 17, 2012	US 2013-0091890 A1	April 18, 2013
18045.45	Specimen Freezing Rate Regulator Device – EP Natl of .9	11 796458.5	January 7, 2013	EP 2583078	April 24, 2014
18045.54	Phase Change Thermal-Sink Apparatus – EP	12 760343.9	October 22, 2013	EP 2689200	January 29, 2014
18045.55	Phase Change Thermal-Sink Apparatus – US Natl of .26	14/006,940	September 23, 2013	US 2014-0008042 A1	January 9, 2014
18045.58	Ventilation Assisted Passive Cell Freezing Device – EP Natl .27	12 786781.0	December 20, 2013	EP 2710347	March 26, 2014
18045.59	Ventilation Assisted Passive Cell Freezing Device – US Natl .27	14/118,542	November 18, 2013	US 2014-0083212 A1	March 27, 2014
96282-907292	Cryogenic Workstations (PCT App)	14/040756	June 3, 2014	PCT WO2014197511	Converted to EP and US national phase in Dec 2015
96282-907293	Cryogenic Workstations Using Nitrogen (PCT App)	14/040761	June 3, 2014	PCT WO2014197515	Converted to EP, US, CN, JP national phase in Dec 2015
96282-937745	Systems, Devices, and Methods for Automated Sample Thawing (US)	14/712120	May 14, 2015	US 2015/0334774	November 19, 2015

96282-943878	Systems, Devices, and Methods for Automated Sample Thawing (PCT App)	15/030852	May 14, 2015	PCT WO2015175819	November 19, 2015
96282-911344	Systems, Devices, and Methods for Automated Sample Thawing	62/042669	August 27, 2014		
96282-898846	Systems, Devices, and Methods for Automated Sample Thawing	61/994,586	May 16, 2014		

Abandoned Patent Applications

File No.	Title	Serial No.	Filing Date	Patent/Pub No.	Issue/Pub Date
18045.29	Reagent Reservoir and Thermoconductive Adaptor – Utility of .10 Prov.	13/548,022	July 12, 2012	US 2013-0017132 A1	January 17, 2013
18045.30	Preventing Sample Degradation from Transient Temperature Fluctuations – Utility from .11 Prov	13/559,411	July 26, 2012	US 2013-0025298 A1	January 31, 2013
18045.31	Methods and System for Cryogenic Preservation of Cells – Utility of .15 and .22	13/592,702	August 23, 2012	US 2013-0052730 A1	February 28, 2013
18045.41	Thermo-Conductive Cell Culture Dish Holder – Util of .19 Prov	13/671,393	November 7, 2012	US 2013-0115691 A1	May 9, 2013
18045.60	Thermal Energy Transfer Device – Utility of .43	14/104,850	December 12, 2013	US 2014-0165645 A1	June 19, 2014
18045.62	Device for Gripping Cryogenic Vials – US Natl .42	14/357,175	May 8, 2014	US 2014-0300121 A1	October 9, 2014
18045.67	Method and Devices for Cryopreservation of Biomaterials – US Natl .46	14/366,395	June 18, 2014	US 2014-0335614 A1	November 13, 2014

Schedule 2

Trademarks and Servicemarks

	Mark	Serial No.	Filing Date	Registration No.	Registration Date
18045.12	COOLSINK	85/400,077	August 17, 2011	4,232,406	October 30, 2012
18045.17	STANDARDIZING SAMPLES	85/479,392	November 22, 2011	4,247,631	November 20, 2012
18045.18	SAMPLING SCIENCE	85/479,396	November 22, 2011	4,247,632	November 20, 2012
18045.24	MEDCISION	85/563,050	March 7, 2012		
18045.25	TRUCOOL	85/573,816	March 19, 2012	4,337,249	May 21, 2013
18045.33	BIOCISION Design	76/688,746	April 18, 2008	3,701,900	October 27, 2009
18045.34	BIOCISION	76/685,108	December 20, 2007	3,709,009	November 10, 2009
18045.35	COOLRACK	77/905,112	January 5, 2010	3,892,274	December 21, 2010
18045.36	COOLCELL	77/948,231	March 2, 2010	3,860,186	October 12, 2010
18045.37	COOLSYSTEM	85/229,000	January 28, 2011	4,015,776	August 23, 2011
18045.38	BIOCISION - EPC	7263379	September 26, 2008	7263379	July 29, 2009
18045.39	COOLCELL - WP INT'L	A0020901	August 16, 2010	1 048 933	September 23, 2010
18045.49	BIOCISION - CN	13223863	September 11, 2013	13223863	December 28, 2014
18045.50	COOLCELL - CN	13223862	September 11, 2013		
18045.57	COOLSTATION	86/125,959	November 21, 2013	4,673,958	January 20, 2015
18045.61	COOL.	86/311,252	June 16, 2014	4,721,828	April 14, 2015
18045.64	THAWSTAR	86/289,802	May 22, 2014		
18045.65	STANDARDIZE IT.	86/311,257	June 16, 2014		
18045.66	BC	ABANDONED			
18045.68	THAWSTAR - CTM	013479902	November 21, 2014		
18045.69	THAWSTAR - CN	15771477	November 24, 2014		
18045.70	THAWSTAR - JP	2014-098534	November 21, 2014	5748124	March 6, 2015

Schedule 3

US Copyrights

None