

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4303467

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BIONEX SOLUTIONS, INC	02/28/2017
RECEIVING PARTY DATA		
Name:	BROADOAK FUND III, LLC	
Street Address:	4800 MONTGOMERY LANE	
Internal Address:	SUITE 230	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	9446417	
Patent Number:	9459272	
Patent Number:	7497995	
Patent Number:	7169616	
Patent Number:	7135146	
Patent Number:	6983636	
Patent Number:	6852291	
Patent Number:	6585296	
Patent Number:	6453929	
CORRESPONDENCE DATA		
Fax Number:		
<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:	4106596402	
Email:	patents@wtplaw.com	
Correspondent Name:	GREGORY M. STONE	
Address Line 1:	SEVEN SAINT PAUL STREET	
Address Line 4:	BALTIMORE, MARYLAND 21202-1636	
ATTORNEY DOCKET NUMBER:	090670.00013	

NAME OF SUBMITTER:	J. HINDAH WEISSBROT
SIGNATURE:	/J. Hindah Weissbrot/
DATE SIGNED:	03/06/2017
Total Attachments: 9 source=BioNexSecurityAgreement#page1.tif source=BioNexSecurityAgreement#page2.tif source=BioNexSecurityAgreement#page3.tif source=BioNexSecurityAgreement#page4.tif source=BioNexSecurityAgreement#page5.tif source=BioNexSecurityAgreement#page6.tif source=BioNexSecurityAgreement#page7.tif source=BioNexSecurityAgreement#page8.tif source=BioNexSecurityAgreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of February 28, 2017, is made by BIONEX SOLUTIONS, INC, a Delaware corporation, located at 2340 Bering Drive, San Jose CA 95131 (“**Grantor**”) in favor of BroadOak Fund III, LLC, a Delaware limited liability company, located at 4800 Montgomery Lane, Suite 230, Bethesda, MD 20814 (the “**Collateral Agent**”), as collateral agent for the Lenders (as defined in the Loan Agreement).

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated as of the date hereof (the “**Loan Agreement**”), with the Collateral Agent.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and 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 and the United States Copyright 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 State of Delaware 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 Loan 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 Lenders with respect to the IP Collateral are as provided by the Loan 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.

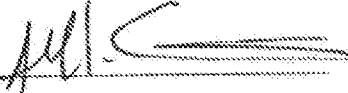
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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.

BIONEX SOLUTIONS, INC

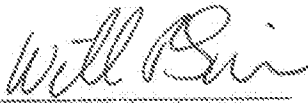
By: 

Name: Tony Lima

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

BROADOAK FUND III, LLC, as
collateral agent

By: 

Name: William Snider

Title: Manager

Schedule 1

Issued Patents

Pending Patent Applications

Abandoned Patent Applications

BioNex Solutions, Inc. Issued Patents
December 2016

US Patent 9,446,417

VIBRATION RESPONSE AND TUNING OF A CENTER OF MASS/GRAVITY OF A CENTRIFUGE

Centrifuges have been designed in the past for centrifuging multiwell plates, but they are limited in developing centrifugal force, become unstable when significant weight differences are distributed among the rotor positions, or have a large footprint. This invention provides a centrifuge with high centripetal acceleration while reducing vibrational forces and power requirements resulting in a centrifuge with high balance intolerance contained in a compact size that allows easy integration into laboratory automation systems.

US Patent 9,459,272

TRANSFER OR INTERROGATION OF MATERIALS BY CARRIER AND RECEIVING DEVICES MOVING INDEPENDENTLY AND SIMULTANEOUSLY ON MULTIPLE AXES

This invention provides an apparatus for transferring material from a source location to a destination location via of one or more carrier devices moving independently from each other. in combination with the independent carrier devices, one or more receiving devices move independently from the carrier devices along multiple axes, at least one being a rotation axis, in order to position the container to provide material to or receive material from the carrier device.

US Patent # 7,497,995

HYBRID VALVE APPARATUS AND METHOD FOR FLUID HANDLING

This invention relates to the fabrication, apparatus, system and methods for the transfer of liquids from a source location to a destination location. More specifically, the invention relates to a hybrid valve system that allows multiple channels of fluids to quickly switch between large-volume metering tasks and micro-volume metering tasks during high throughput screening synthesis, arraying and plate spotting operations.

US Patent # 7,169,616

A METHOD OF PURGING A TRAPPED GAS FROM A SYSTEM FLUID CONTAINED IN AN ACTUATION VALVE

A method of purging trapped gas in solutions to allow for the non-contact delivery of small volume liquids at substantially higher dispensing accuracy.

US Patent # 7,135,146

UNIVERSAL NON-CONTACT DISPENSE PERIPHERAL APPARATUS AND METHOD FOR A PRIMARY LIQUID HANDLING DEVICE

Most conventional liquid handling workstations are adequate for delivering larger volumes of liquids in the range of 1ul to 10 ml. This invention provides a universal liquid handling system

and method to enable nanoliter to microliter dispensing by a secondary dispensing system while maintaining the microliter to milliliter capability of the primary dispensing system.

US Patent # 6,983,636

APPARATUS AND METHOD FOR ASSESSING THE LIQUID FLOW PERFORMANCES THROUGH A SMALL DISPENSING ORIFICE

This invention describes a universal calibration apparatus and method to estimate the output from low-volume, non-contact fluid dispensing devices to calibrate and tune the delivery of the desired volume irrespective of the hardware configuration or solution properties.

US Patent # 6,852,291

HYBRID VALVE APPARATUS AND METHOD FOR FLUID HANDLING

This invention relates to a hybrid valve assembly that is movable between an aspiration condition and a dispensing condition while providing a fluid conduit between the two.

US Patent # 6,585,296

TUBE SEALING ASSEMBLY

A method of forming a fluid-tight seal between a nozzle assembly and a ridged surface of a fluid manifold.

US Patent # 6,453,929

ROTARY WASH VALVE

A wash system for a fluid handling system that permits simultaneous washing of multiple parallel fluid channels.

SCHEDULE 2

Trademarks

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

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