

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4487240

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GENEWIZ, INC.	06/23/2017
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	6400 LAS COLINAS BLVD.
Internal Address:	MAIL STOP CC1-40
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14865234
CORRESPONDENCE DATA	
Fax Number:	(518)452-0822
<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:	5184521873
Email:	accessin@sprynet.com
Correspondent Name:	JACKIE LEE
Address Line 1:	1773 WESTERN AVENUE
Address Line 4:	ALBANY, NEW YORK 12203
NAME OF SUBMITTER:	CATHERINE GARRITY
SIGNATURE:	/Catherine Garrity/
DATE SIGNED:	06/30/2017
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 23, made by Genewiz, Inc. (the "Grantor"), in favor of Citibank, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the Grantor, Genewiz LLC and Genewiz Group, and the Lender, the Grantor is required to execute and deliver this Agreement.

Accordingly, the Grantor and the Lender agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following property, wherever located, and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "Collateral"):

(a) each Patent, including, without limitation, each United States Patent or patent application referred to on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Patent owned by such Grantor (including, without limitation, any United States Patent identified in Schedule A hereto).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method for transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

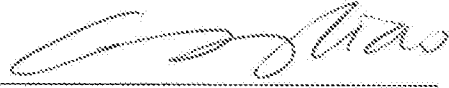
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

GENEWIZ, INC.

By: 
Name: Guojun Luo
Title: Chief Executive Officer and Treasurer

[Signature Page --- Patent Security Agreement]

PATENT
REEL: 042877 FRAME: 0638

AGREED TO AND ACCEPTED:

CITIBANK, N.A.

By: Catherine Garrity
Name: Catherine Garrity
Title: Senior Vice President

[Signature Page -- Patent Security Agreement]

PATENT
REEL: 042877 FRAME: 0639

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Patents

Registered Owner	Title	Country	Application No. or Publication No.	Inventor(s)	Expiration Date	Status (including maintenance fee status)
GENEWIZ, Inc.	High Throughput Sequencing Of End Regions Of Long Linear DNAs	United States	US Patent Application No. 14/865,234	Shihong Li Narisra Jongkam Ruqin Kou Hairong Duan Zhenzhen Zhou Shifang Zhang	N/A	Waiting Action from USPTO