505074223 08/31/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5120979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
QUIDEL CORPORATION	08/31/2018

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	101 N. TRYON STREET
Internal Address:	NC1-001-05-45
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

## **PROPERTY NUMBERS Total: 11**

Property Type	Number
PCT Number:	US2017061963
PCT Number:	US2018012071
Application Number:	15815480
Application Number:	15814184
Application Number:	15712015
Application Number:	15975686
Application Number:	15860506
Application Number:	62653147
Application Number:	62598947
Application Number:	15893375
Application Number:	62720883

### **CORRESPONDENCE DATA**

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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.

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Correspondent Name: TERRY L. WITCHER, PARALEGAL

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PATENT -

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	(2068279-2062)	
NAME OF SUBMITTER:	TERRY L. WITCHER, PARALEGAL	
SIGNATURE:	/s/ Terry L. Witcher	
DATE SIGNED:	08/31/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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#### **GRANT OF PATENT SECURITY INTEREST**

Dated as of August 31, 2018

WHEREAS, QUIDEL CORPORATION, a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, Quidel Corporation, a Delaware corporation ("Borrower"), has entered into that certain Amended and Restated Credit Agreement dated as of August 31, 2018 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "Secured Hedge Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, "Hedge Banks");

WHEREAS, any Loan Party (as defined in the Credit Agreement) may from time to time enter, or may from time to time have entered, into one or more cash management agreement (collectively, the "Secured Cash Management Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, "Cash Management Banks"); and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of October 6, 2017 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral") to secure the Secured Obligations (as defined in the Security Agreement):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding

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thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "proceeds" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the undersigned has executed this Grant of Patent Security Interest as of the date first set forth above.

QUIDEL CORPORATION

By: Name: Randall J. Steward

Title: Chief Financial Officer

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST

Title	Serial No.	Filing Date	Grant No.	Country	Siatus
DEVICE FOR WHOLE BLOOD SEPARATION	PCT/US2017/061 963	16-Nov-17		PCT	Pending
PHAGE-MEDIATED IMMUNOASSAY AND METHODS FOR DETERMINING SUSCEPTIBILITY OF BACTERIA TO ANTIBIOTIC OR PROBIOTIC AGENTS	PCT/US2018/012 071	2-Jan-18		PCT	Pending
DEVICE FOR WHOLE BLOOD SEPARATION	15/815,480	16-Nov-17		U.S.	Pending
DEVICE, INSTRUMENT, AND METHOD FOR INDUCTIVE HEATING OF A SAMPLE FOR ANALYTE DETECTION	15/814,184	15-Nov-17		U.S.	Pending
DEVICES FOR THE DETECTION OF MULTIPLE ANALYTES IN A SAMPLE	15/712,015	10-May-17		U.S.	Pending
METHOD FOR REDUCING ANALYZER VARIABILITY USING A NORMALIZATION TARGET	15/975,686	9-May-18		U.S.	Pending
PHAGE-MEDIATED IMMUNOASSAY AND METHODS FOR DETERMINING SUSCEPTIBILITY OF BACTERIA TO ANTIBIOTIC OR PROBIOTIC AGENTS	15/860,506	2-Jan-18		U.S.	Pending
SAMPLE PREPARATION DEVICE AND METHOD OF USING	62/653,147	5-Apr-18		U.S.	Pending
SUBSTRATE WITH CHANNELS FOR CONTROLLED FLUID FLOW	62/598,947	14-Dec-17		U.S.	Pending

**RECORDED: 08/31/2018** 

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DbpA ANTIBODIES AND THE USES THEREOF	SUBSTRATE WITH CHANNELS FOR CONTROLLED FLUID FLOW	Title
62/720,883	15/893,375	Serial No.
21-Aug-18	9-Feb-18	Filing Date
		Grant No.
U.S.	U.S.	Country
Pending	Pending	Status