

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5125683

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ADVANTAGEOUS SYSTEMS LLC	08/20/2018
RECEIVING PARTY DATA		
Name:	BOSTON PRIVATE BANK & TRUST COMPANY	
Street Address:	801 SOUTH FIGUEROA STREET, SUITE 1825	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90017	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8268638
	Patent Number:	8636906
CORRESPONDENCE DATA		
Fax Number:	(323)651-2577	
<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:	3238521000	
Email:	sbarnett@frandzel.com	
Correspondent Name:	MICHAEL GOMEZ/SANDY BARNETT	
Address Line 1:	1000 WILSHIRE BLVD., 19TH FLOOR	
Address Line 4:	LOS ANGELES, CALIFORNIA 90017	
ATTORNEY DOCKET NUMBER:	100401-0153	
NAME OF SUBMITTER:	MICHAEL GOMEZ	
SIGNATURE:	/s/ Michael Gomez	
DATE SIGNED:	09/05/2018	
Total Attachments: 7		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated August 20, 2018, is made between ADVANTAGEOUS SYSTEMS LLC, a California limited liability company, ("Debtor"), and BOSTON PRIVATE BANK & TRUST COMPANY, a Massachusetts Trust Company ("Secured Party").

Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

(a) Terms Defined in Business Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Business Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Business Loan Agreement" means that certain Business Loan Agreement, dated as of January 23, 2017, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"U.C.C." means the Uniform Commercial code as in effect in the State of California.

(c) Terms Defined in U.C.C. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the U.C.C.

(d) Construction. In this Agreement the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes:" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent, terms defined in the Business Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As Security for the payment and performance of the Indebtedness, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party of security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all

rights to sue for past, present or future infringement thereof, all rights arising there from and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) All general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) 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 the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Commercial Security Agreement

This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Commercial Security Agreement dated January 23, 2017, or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Commercial Security Agreement dated January 23, 2017 or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties

Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purposed to be granted hereby, to ensure debtor's compliance with this Agreement or to enable Secured Party to exercise, and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, and abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any U.C.C. filing office deemed appropriate by Secured Party.

6. Authorization to Supplement.

If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A. The failure to list certain patents of Debtor in Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect.

This Agreement shall be binding upon, insure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the written consent of Secured Party.

8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, law of the State of California, except as required by mandatory provisions of law or to the extent the validity, perfection, or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

9. Entire Agreement; Amendment.

This Agreement, Commercial Security Agreement dated January 23, 2017, the Business Loan Agreement, and the Change in Terms Agreements, together with the Schedules and Riders hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Business Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereto. To the extent that any provision of this Agreement conflicts with any provision of the Business Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Business Loan Agreement.

10. Counterparts.

This Agreement may be executed in any number of counter-parts 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 but one and the same agreement. Delivery of an executed counterpart of this Agreement, by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination

Upon payment and performance in full of all the Indebtedness, the security interest created by this Agreement shall terminate and Secured Party at Debtor's expense shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

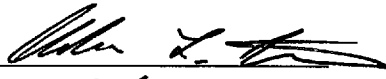
14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, set or delivered in accordance with the Business Loan Agreement.

IN WITNESS WHEREOFF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR

ADVANTAGEOUS SYSTEMS LLC,
a California limited liability company

By: 
Name: Adam L. Stein
Its: CEO

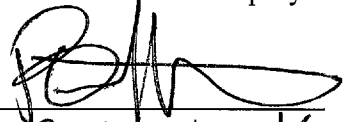
Address:

2265 E. Foothill Blvd.

Pasadena, California 91107

SECURED PARTY

BOSTON PRIVATE BANK & TRUST COMPANY,
a Massachusetts Trust Company

By: 
Name: Benjamin Kinsey
Its: CLO

Address:

16000 Venture Blvd., Suite 100

Encino, California 91436

**Schedule A
to The Patent Security Agreement**

Debtor: ADVANTAGEOUS SYSTEMS LLC

Issued U.S. Patents of Debtor

Patent No.	Issue Date	Title
US 8,268,638 B2	September 18, 2012	Methods and Apparatuses for Detecting Analytes in Biological Fluid of an Animal
US 8,636,906 B2	January 28, 2014	Liquid Purification Using Magnetic Nanoparticles

Pending U.S. Patent Applications of Debtor

Serial No.	Filing Date	Title

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RECORDED: 09/05/2018

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REEL: 046792 FRAME: 0911