## 505196717 11/19/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5243486

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
CITIBANK, N.A.	11/15/2018

#### **RECEIVING PARTY DATA**

Name:	GENEWIZ, INC.	
Street Address:	115 CORPORATE BOULEVARD	
City:	SOUTH PLAINFIELD	
State/Country:	NEW JERSEY	
Postal Code:	07080	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	14865234	

#### **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.

Email: TBLeykekhman@mintz.com
Correspondent Name: TANYA LEYKEKHMAN
Address Line 1: 666 THIRD AVENUE

Address Line 2: MINTZ LEVIN

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	045462-033
NAME OF SUBMITTER:	ROBERT SWEENEY
SIGNATURE:	/robert sweeney/
DATE SIGNED:	11/19/2018

#### **Total Attachments: 5**

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PATENT 505196717 REEL: 047537 FRAME: 0668

# RELEASE OF SECURITY INTERESTS IN UNITED STATES PATENTS AND TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN UNITED STATES PATENTS AND TRADEMARKS (this "Release") is made as of November 15, 2018 (this "Release") by Citibank, N.A. (the "Grantee") in favor of Genewiz, Inc. ("Grantor"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Grantor, among others, is party to a Security Agreement, dated as of June 23, 2017 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "Security Agreement"), in favor of the Grantee pursuant to which Grantor executed and delivered to Grantee (i) that certain Trademark Security Agreement, dated as of June 23, 2017 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "Trademark Security Agreement") and (ii) that certain Patent Security Agreement, dated as of June 23, 2017 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "Patent Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Trademark Security Agreement and Patent Security Agreement, Grantor granted to the Grantee, for the ratable benefit of the Secured Parties, a continuing security interest in all the Grantor's right, title, and interest in, to and under the following property, wherever located, and whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence (collectively, the "Patent and Trademark Collateral"):

- (i) each Patent, including, without limitation, each United States Patent or patent application referred to on <u>Schedule A</u> hereto;
- (ii) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule B hereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds or 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 or Trademark owned by the Grantor (including, without limitation, any United States Patent or Trademark identified on <u>Schedule A</u> or <u>Schedule B</u> hereto, as applicable);

**WHEREAS**, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2017 at Reel/Frame 042877/0635;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 31, 2017 at Reel/Frame 6144/0374; and

WHEREAS, the Grantee has agreed to terminate and release the security interest in the Patent and Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantee hereby terminates and releases in its entirety its security interest and lien in all of the Grantor's right, title, and interest in, to and under the Patent and Trademark Collateral, and

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reassigns to the Grantor any and all such right, title and interest in such Patent and Trademark Collateral, free and clear of all such security interest and lien.

- 2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Patent and Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Patent and Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Patent and Trademark Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee, except that Grantee has not transferred or conveyed any interest therein.
- 3. This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.
- 4. The Grantee authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer record this Release.
- 5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the Grantee has caused this Release of Security Interests In United States Patents and Trademarks to be duly executed as of the date first set forth above.

CITIBANK, N.A., as Grantee

By: Catherine Garrity

Name: Catherine Garrity

Title: Senior Vice President

## Schedule A

## **Patents**

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

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## Schedule B

## **Trademarks**

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Registered Owner	Mark	Application No. or Registration No.	Expiration Date
Genewiz	FUZESEQ ANTIBODY and Design  FUZESEQ ANTIBODY and Design  FUZESEQ ANTIBODY and Design	RN: 5010671	Aug. 2, 2026  *Please note this deadline is for the renewal but there is a six-year deadline on August 2, 2022 which requires filing of the relevant maintenance documents
Genewiz, Inc.	G GENEWIZ	SN: 86736739	N/A Pending publication
Genewiz, Inc.	G GENEWIZ SOLID SCIENCE. SUPERIOR SERVICE. and Design  GENEWIZ  Disclaimer: "SCIENCE" AND "SUPERIOR SERVICE"	RN: 5102912	December 20, 2026 *Please note this deadline is for the renewal but there is a six-year deadline on December 20, 2022 which requires filing of the relevant maintenance documents
Genewiz, Inc.	GENEGROUP	RN: 4054259	November 8, 2021  * Please note this deadline is for the renewal but there is a six-year deadline on November 8, 2017 which requires filing of the relevant maintenance documents
Genewiz, Inc.	GENEWIZ	RN: 5185367	April 18, 2027  * Please note this deadline is for the renewal but there is a six-year deadline on April 18, 2023 which requires filing of the relevant maintenance documents
Genewiz, Inc.	GENEVVIZ	RN: 1340912	January 6, 2027

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**RECORDED: 11/19/2018** 

PATENT REEL: 047537 FRAME: 0673