

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5506194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VIVID MICROSCOPY LLC	05/01/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MILWAUKEE ECONOMIC DEVELOPMENT CORPORATION
<b>Street Address:</b>	757 E. BROADWAY
<b>Internal Address:</b>	SUITE 600
<b>City:</b>	MILWAUKEE
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7820833
<b>Patent Number:</b>	8927291
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	ekaprelian@dkattorneys.com
<b>Correspondent Name:</b>	ERIN E. KAPRELIAN
<b>Address Line 1:</b>	111 E. KILBOURN AVENUE
<b>Address Line 2:</b>	SUITE 1400
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202
<b>ATTORNEY DOCKET NUMBER:</b>	88835.00152
<b>NAME OF SUBMITTER:</b>	ERIN E. KAPRELIAN
<b>SIGNATURE:</b>	/Erin E. Kaprelian/
<b>DATE SIGNED:</b>	05/03/2019
<b>Total Attachments: 3</b>	
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**(VIVID MICROSCOPY LLC)**

This Intellectual Property Security Agreement, is entered into this 1st day of May, 2019 (the “IP Security Agreement”) by and between VIVID MICROSCOPY LLC, a Wisconsin limited liability company with a place of business at 1921 Nagawicka Road, Hartland, WI 53029 (the “Borrower”) and MILWAUKEE ECONOMIC DEVELOPMENT CORPORATION, a Wisconsin nonstock corporation with a place of business at 757 E. Broadway, Suite 600, Milwaukee, WI 53202 (“Lender”).

**RECITALS**

This IP Security Agreement is a supplement to that certain Business Loan Agreement and Commercial Security Agreement, dated as of the date herein, by and between the Borrower and Lender (collectively, the “Loan Agreement”).

All capitalized terms not defined herein shall have the definitions ascribed to them in the Loan Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Loan Agreement, the definitions, terms or provisions of the Loan Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the “USPTO”) and the US Copyright Office (as applicable), which sets forth the Borrower’s pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Loan Agreement and all other Loan Documents.

**GRANT OF SECURITY INTEREST**

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the “IP Collateral”).

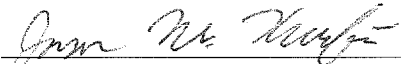
REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.


**BORROWER:**

VIVID MICROSCOPY LLC

By:   
Jayson W. Kurfis, Managing Member

**LENDER:**

MILWAUKEE ECONOMIC DEVELOPMENT  
CORPORATION

By:   
John R. Miller, Vice President

## **EXHIBIT 1**

### List of Patents, Trademarks, and Copyrights

#### **U.S. Patents Registrations**

Name: Dithio Compounds  
Patent No. 7820833

Name: Quenched Fluorophores Conjugated to Peptides via Linkers Containing Dithio Groups  
Patent No. 8927291