

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5637353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SINGULAR BIO, INC.	07/25/2019

RECEIVING PARTY DATA

Name:	INN SA LLC
Street Address:	C/O OBERLAND CAPITAL MANAGEMENT LLC, 1700 BROADWAY, 37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	15581971
Patent Number:	9057730
Patent Number:	9556429
Patent Number:	9481883
Patent Number:	9376677
Application Number:	15008100
Patent Number:	9212394
Patent Number:	9758814
Application Number:	15675234
Application Number:	15523134
Application Number:	15551788
Application Number:	16304516
Application Number:	16329816

CORRESPONDENCE DATA

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PATENT

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ATTORNEY DOCKET NUMBER: 324998-112

NAME OF SUBMITTER: C. RHEM

SIGNATURE: /CR/

DATE SIGNED: 07/25/2019

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This Patent Security Agreement is entered into as of July 25, 2019 (this "Patent Security Agreement") by and among INN SA LLC, a Delaware limited liability company ("Agent"), and Singular Bio, Inc., a Delaware corporation (the "Grantor").

RECITALS

A. The Purchasers have agreed to purchase notes (the "Notes") from Issuer in the amounts and manner set forth in that certain Note Purchase Agreement by and among the several purchasers from time to time parties thereto (collectively, referred to as the "Purchasers"), Issuer, Agent, the Grantor and other parties thereto, dated as of November 6, 2018 (as the same may be amended, modified or supplemented from time to time, the "Note Purchase Agreement"; capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. The Purchasers are willing to purchase Notes from Issuer, but only upon the condition, among others, that the Grantor shall grant to Agent a security interest in certain Patents to secure the obligations of the Grantor under the Note Purchase Agreement.

C. Pursuant to the terms of the Note Purchase Agreement, the Grantor has granted to Agent a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, the Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement and the other Note Documents, the Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Patents (including without limitation those Patents listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Patent Collateral"). Notwithstanding the foregoing, the "Patent Collateral" shall not include nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9-406, 9-407 and 9-408 of the UCC).

This security interest is granted in conjunction with the security interest granted to Agent under the Note Purchase Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Agent as a matter of law or equity. The Grantor does hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interests in the Patent Collateral granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Each right, power and remedy of Agent provided for herein or in the Note Purchase Agreement or any of the Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Patent Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

This Patent Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

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IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SINGULAR BIO, INC.

By: Tom Brida
Name: Tom Brida
Title: President

[Signature Page – Patent Security Agreement]

PATENT
REEL: 049865 FRAME: 0723

AGENT:

INN SA LLC

By: 

Name: David Dubinsky

Title: Authorized Signatory

[Signature Page -- Patent Security Agreement]

PATENT
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EXHIBIT A

Patents

[See attached.]

EXHIBIT A

Patents

	Country	Status	Application No.	Patent No.	Filing/Issue Date	Owner of Record	Title
1.	European Patent Convention	Published	13738390.7		01/17/2013	Singular Bio, Inc.	METHODS FOR MAPPING BAR-CODED MOLECULES FOR STRUCTURAL VARIATION DETECTION AND SEQUENCING
2.	Patent Cooperation Treaty	Closed	PCT/US13/21902		01/17/2013	Singular Bio, Inc.	METHODS FOR MAPPING BAR-CODED MOLECULES FOR STRUCTURAL VARIATION DETECTION AND SEQUENCING
3.	United States of America	Abandoned	14/373,113		07/18/2014	Singular Bio, Inc.	METHODS FOR MAPPING BAR-CODED MOLECULES FOR STRUCTURAL VARIATION DETECTION AND SEQUENCING
4.	United States of America	Published	15/581,971		04/28/2017	Singular Bio, Inc.	METHODS FOR MAPPING BAR-CODED MOLECULES FOR STRUCTURAL VARIATION DETECTION AND SEQUENCING
5.	European Patent Convention	Abandoned	10075555.2		03/18/2002	Singular Bio, Inc.	LINEAR POLYMER DISPLAY
6.	European Patent Convention	Granted	02714323.9	1370690	12/17/2003	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
7.	European Patent Convention	Allowed	14172340.3	2801624	03/18/2002	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
8.	United States of America	Abandoned	10/664,000		09/16/2003	Singular Bio, Inc.	ARRAYS AND METHODS OF USE

9.	United States of America	Granted	13/455,766	9,057,730	06/16/2015	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
10	United States of America	Granted	14/616,224	9,556,429	01/31/2017	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
11	United States of America	Closed				Singular Bio, Inc.	ARRAYS AND METHODS OF USE
12	United States of America	Granted	14/806,096	9,481,883	11/01/2016	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
13	United States of America	Granted	14/995,946	9,376,677	06/28/2016	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
14	United States of America	Published	15/008,100		01/27/2016	Singular Bio, Inc.	ARRAYS AND METHODS OF USE
15	Australia	Pending	2014308980		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
16	Brazil	Published	1120160034805		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
17	Canada	Pending	2,921,628		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
18	China (People's Republic)	Published	201480057266.8		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
19	European Patent Convention	Allowed	14838189.0		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
20	Hong Kong	Published	16110457.7		09/02/2016	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
21	India	Published	201617005592		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF

22	Indonesia	Published	P00201601817		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
23	Israel	Pending	244190		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION
24	Japan	Granted	2016-536393	6088710	08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
25	Japan	Granted	2017-018800	6397065	02/03/2017	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
26	Mexico	Pending	MX/a/2016/002218		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
27	New Zealand	Pending	717215		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
28	Patent Cooperation Treaty	Completed	PCT/US14/51763		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
29	Singapore	Allowed	11201601201V		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
30	South Africa	Pending	2016/01029		08/19/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
31	United States of America	Granted	14/603,323	9,212,394	12/15/2015	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
32	United States of America	Granted	14/949,097	9,758,814	09/12/2017	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
33	United States of America	Published	15/675,234		08/11/2017	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
34	United States of America	Expired	61/867,554		08/19/2013	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION
35	Patent Cooperation Treaty	Completed	PCT/US15/58529		10/31/2015	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF

36	United States of America	Published	15/523,134		04/28/2017	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
37	United States of America	Expired	62/073,982		11/01/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
38	United States of America	Expired	62/135,421		03/19/2015	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
39	United States of America	Expired	62/073,979		11/01/2014	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
40	Australia	Pending	2016219943		02/18/2016	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
41	China (People's Republic)	Published	201680021830.X		02/18/2016	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
42	Korea, Republic of	Published	10-2017-7026014		02/18/2016	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
43	Patent Cooperation Treaty	Completed	PCT/US16/18549		02/18/2016	Singular Bio, Inc.	ASSAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
44	United States of America	Published	15/551,788		08/17/2017	Singular Bio, Inc.	ARRAYS FOR SINGLE MOLECULE DETECTION AND USES THEREOF
45	United States of America	Expired	62/117,942		02/18/2015	Singular Bio, Inc.	ARRAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
46	China (People's Republic)	Published	201780045669.4		02/26/2017	Singular Bio, Inc.	ARRAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
47	Patent Cooperation Treaty	Completed	PCT/US17/34827		05/26/2017	Singular Bio, Inc.	ARRAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF

48	United States of America	Pending	16/304,516		11/26/2018	Singular Bio, Inc.	ARRAYS FOR SINGLE MOLECULE DETECTION AND USES THEREOF
49	United States of America	Expired	62/342,036		05/26/2016	Singular Bio, Inc.	ARRAYS FOR SINGLE MOLECULE DETECTION AND USE THEREOF
50	China (People's Republic)	Pending	201780066021.5		09/01/2017	Singular Bio, Inc.	SYSTEMS AND METHODS FOR SINGLE MOLECULE QUANTIFICATION
51	European Patent Convention	Pending	17847615.6		09/01/2017	Singular Bio, Inc.	SYSTEMS AND METHODS FOR SINGLE MOLECULE QUANTIFICATION
52	Patent Cooperation Treaty	Completed	PCT/US17/49823		09/01/2017	Singular Bio, Inc.	SYSTEMS AND METHODS FOR SINGLE MOLECULE QUANTIFICATION
53	United States of America	Pending	16/329,816		03/01/2019	Singular Bio, Inc.	SYSTEMS AND METHODS FOR SINGLE MOLECULE QUANTIFICATION
54	United States of America	Expired	62/383,378		09/02/2016	Singular Bio, Inc.	SYSTEMS AND METHODS FOR SINGLE MOLECULE QUANTIFICATION

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RECORDED: 07/25/2019