

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5684326

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
GENE POOL TECHNOLOGIES, INC.		08/23/2019
RECEIVING PARTY DATA		
Name:	COLLATERAL HOLDINGS 2019 LLC, AS COLLATERAL AGENT	
Street Address:	525 W. MONROE ST., SUITE 1900, ATTN: PATRICK SMITH	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	9144751	
Patent Number:	9145532	
Patent Number:	9587203	
Patent Number:	9682333	
CORRESPONDENCE DATA		
Fax Number:	(312)902-1061	
<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:	312.577.8034	
Email:	oscar.ruiz@kattenlaw.com	
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN	
Address Line 1:	525 W. MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	344163-8	
NAME OF SUBMITTER:	OSCAR RUIZ	
SIGNATURE:	/Oscar Ruiz/	
DATE SIGNED:	08/23/2019	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is made as of August 8/23/2019, 2019, by GENE POOL TECHNOLOGIES, INC., a Colorado corporation (the "Grantor"), in favor of COLLATERAL HOLDINGS 2019 LLC, a Delaware limited liability company, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, certain affiliates of Grantor from time to time party thereto, Collateral Agent, and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Note Purchase Agreement dated as of August 23, 2019 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in substantially all of the assets of Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Collateral Agent, for the ratable benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired by Grantor (collectively, the "Patent Collateral"):

a) all patents and patent applications including, without limitation, each patent and patent application listed on Schedule 1 annexed hereto, together with any and all reissues, renewals, continuations, continuations-in-part, divisionals, reexaminations or extensions thereof; and

b) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under any and all licenses entered into in connection therewith and damages and payments associated with any claim by Grantor against third parties for past, present, or future infringements and/or other violations thereof.

3. Note Purchase Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of the Lenders, pursuant to the Note Purchase Agreement. Grantor hereby acknowledges

and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and 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.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of date first written above.

GENE POOL TECHNOLOGIES, INC., as Grantor

DocuSigned by:

Stephen Martin

By:

5EB8675D450148D

Name: Stephen Martin

Title: Co-Owner

Agreed and Accepted

COLLATERAL HOLDINGS 2019 LLC, as Collateral Agent

DocuSigned by:
By: Mark Peckman
Name: Mark Peckman
Title: Duly Authorized Signatory

SCHEDULE 1**PATENTS and PATENT APPLICATIONS***Patents*

Title	Patent No./ Issue Date	Application No./ Filing Date	Record Owner
SYSTEMS FOR EXTRACTING SOLUTE FROM A SOURCE MATERIAL	9,144,751 / 09-29-2015	14/070,942 / 11-04-2013	UDOXI SCIENTIFIC, LLC
METHODS FOR EXTRACTING SOLUTE FROM A SOURCE MATERIAL	9,145,532 / 09-29-2015	14/070,972 / 11-04-2013	UDOXI SCIENTIFIC, LLC
METHODS FOR EXTRACTING SOLUTE FROM A SOURCE MATERIAL	9,587,203 / 03-07-2017	14/834,872 / 08-25-2015	UDOXI SCIENTIFIC, LLC
SYSTEMS FOR EXTRACTING SOLUTE FROM A SOURCE MATERIAL	9,682,333 / 06-20-2017	14/834,851 / 08-25-2015	UDOXI SCIENTIFIC, LLC

Pending Patent Applications

Title	Patent No./ Issue Date	Application No./ Filing Date	Record Owner