

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5706111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CHEMBIO DIAGNOSTICS, INC.	09/03/2019
CHEMBIO DIAGNOSTIC SYSTEMS INC.	09/03/2019
RECEIVING PARTY DATA	
Name:	PERCEPTIVE CREDIT HOLDINGS II, LP, AS ADMINISTRATIVE AGENT
Street Address:	51 ASTOR PLACE
Internal Address:	10TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	8128941
Patent Number:	7387890
Patent Number:	7569397
Patent Number:	7189522
Patent Number:	7879597
Patent Number:	7682801
Patent Number:	8507259
Patent Number:	8877450
Patent Number:	9784734
Patent Number:	7192721
Patent Number:	7959877
Application Number:	16373445
Patent Number:	8603835
Patent Number:	9885710
Application Number:	15878801
Application Number:	15955595
Application Number:	15967479
Patent Number:	9891216

PATENT

Property Type	Number
Application Number:	15791299
Application Number:	16124707
Patent Number:	9476875
Patent Number:	D857903
Application Number:	29663989

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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.

Phone: 202-408-3121 X62348

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: 909821

NAME OF SUBMITTER: JEAN PATERSON

SIGNATURE: /jep/

DATE SIGNED: 09/06/2019

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

September 3, 2019

WHEREAS, CHEMBIO DIAGNOSTICS, INC., a Nevada corporation (the “*Company*”), CHEMBIO DIAGNOSTIC SYSTEMS INC., a Delaware corporation (“*CDSI*” and together with the Company, each a “*Grantor*” and collectively, the “*Grantors*”) and each entity that becomes a “*Grantor*” under the Security Agreement (together with Borrowers, the “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS II, LP, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the patents and patent applications listed on Schedule A hereto, and the trademarks and trademark applications listed on Schedule B hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent a security interest in accordance with and subject to the terms and conditions of the Security Agreement (and the Intellectual Property referenced therein) in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, including the inventions and improvements described and claimed therein, in each case whether now owned by such Grantor or hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related reissues, divisions, continuations, renewals, extensions and continuations in part thereof; and

(ii) all of the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, whether now owned by such Grantor or at any time hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all renewals of trademark and service mark registrations and all goodwill associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in

any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

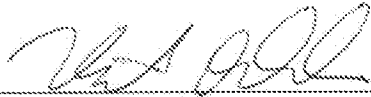
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

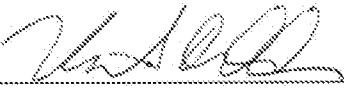
IN WITNESS WHEREOF, the Grantors have caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

CHEMBIO DIAGNOSTICS, INC.

By: 

Name: Neil A. Goldman
Title: Chief Financial Officer and
Executive Vice President

CHEMBIO DIAGNOSTIC SYSTEMS INC.

By: 

Name: Neil A. Goldman
Title: Chief Financial Officer and
Executive Vice President

SIGNATURE PAGE

PATENT AND TRADEMARK SECURITY AGREEMENT

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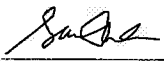
PATENT
REEL: 050296 FRAME: 0005

ADMINISTRATIVE AGENT:

PERCEPTIVE CREDIT HOLDINGS II, LP

By: Perceptive Credit Opportunities GP, LLC,
its general partner

By: 
Name: Sandeep Dhillon
Title: Chief Credit Officer

By: 
Name: Sam Chawla
Title: Portfolio Manager

SIGNATURE PAGE

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT
REEL: 050296 FRAME: 0006

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

DOCKET NO	COUNTRY	SERIAL NO	PATENT NO	TITLE	STATUS	FILING DATE	ISSUE DATE
CHE-000	US	11/212,922	8,128,941	Assay for Detecting Tuberculosis in Nonhuman Primates	ISSUED	8/26/2005	3/6/2012
CHE-001	US	11/014,140	7,387,890	Immunoassay Devices and Use Thereof	ISSUED	12/16/2004	6/17/2008
CHE-001D1	US	12/138,963	7,569,397	Immunoassay Devices and Use Thereof	ISSUED	6/13/2008	8/4/2009
CHE-002	US	11/172,298	7,189,522	Dual Path Immunoassay Device	ISSUED	6/30/2005	3/13/2007
CHE-002A	US	11/908,071	7,879,597	Dual Path Immunoassay Device	ISSUED	9/7/2007	2/1/2011
CHE-002C1	US	11/683,540	7,682,801	Dual Path Immunoassay Device	ISSUED	3/8/2007	3/23/2010
CHE-002C1D1	US	12/725,923	8,507,259	Dual Path Immunoassay Device	ISSUED	3/17/2010	8/13/2013

CHE-002C2	US	13/965,829	8,877,450	Dual Path Immunoassay Device	ISSUED	8/13/2013	11/4/2014
CHE-002C3	US	14/532,606	9,784,734	Dual Path Immunoassay Device	ISSUED	11/4/2014	10/10/2017
CHE-004	US	11/222,449	7,192,721	Universal Rapid Test And Method For Detection Of Tuberculosis In Multiple Host Species	ISSUED	9/8/2005	3/20/2007
CHE-005	US	11/317,118	7,959,877	Immunoassay Apparatus and Kit	ISSUED	12/22/2005	6/14/2011
CHE-007USD1	US	16/373,445		Method and Apparatus for Collecting and Preparing Biological Samples for Testing	PENDING	4/2/2019	
CHE-009	US	13/024,422	8,603,835	Reduced Step Dual Path Immunoassay Device and Method	ISSUED	2/10/2011	12/10/2013
CHE-015	US	14/631,084	9,885,710	Immunoassay Utilizing	ISSUED	2/25/2015	2/6/2018

				Trapping Conjugate			
CHE-015D1	US	15/878,801		Immunoassay Utilizing Trapping Conjugate	PUBLISHED	1/24/2018	
CHE-015D1-CIP	US	15/955,595		Immunoassay Utilizing Trapping Conjugate	PUBLISHED	4/17/2018	
CHE-015D1-CIP-C1	US	15/967,479		Immunoassay Utilizing Trapping Conjugate	PUBLISHED	4/30/2018	
CHE-016	US	14/631,006	9,891,216	Immunoassay Methods Utilizing Trapping Conjugate	ISSUED	2/25/2015	2/13/2018
CHE-016D1	US	15/791,299		Immunoassay Methods Utilizing Trapping Conjugate	PUBLISHED	10/23/2017	
CHE-017C1	US	16/124,707		Rapid Screening Assay for Qualitative Detection of Multiple Febrile Illnesses	PUBLISHED	9/7/2018	

SCHEDULE A TO PATENT AND TRADEMARK SECURITY AGREEMENT

CHE-018	US	14/636,103	9,476,875	Integrated Buffer Dual- Path Immunoassay Device	ISSUED	3/2/2015	10/25/2016
CHE-DES-001	US	29/641,493	D857,903	Rapid Diagnostic Test Reader	ISSUED	3/22/2018	8/27/2019
CHE-DES-001A	US	29/663,989		Rapid Diagnostic Test Reader	PENDING	9/20/2018	

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

DOCKET NO	COUNTRY	TMARK	APP NO	REG NO	STATUS	FILING DATE	REG DATE
CHE-TM-002	US	Sure Check	76/534,586	2,959,049	REGISTERED	8/5/2003	6/7/2005
CHE-TM-003	US	STAT-PAK	78/619,698	3,179,524	REGISTERED	4/29/2005	12/5/2006
CHE-TM-004	US	DPP	78/887,935	3,455,619	REGISTERED	5/19/2006	6/24/2008
CHE-TM-008	US	SAMPLETAINER	85/563,847	4,354,978	REGISTERED	3/8/2012	6/18/2013
CHE-TM-009	US	Next Generation DPP	86/380,003	5,100,819	REGISTERED	8/28/2014	12/13/2016
CHE-TM-014	US	Stat-View	86/453,255	4,838,203	REGISTERED	11/13/2014	10/20/2015
CHE-TM-016	US	DPP MICRO READER	86/675,698	5,087,613	REGISTERED	6/26/2015	11/22/2016