

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5993088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BIODOT, INC.	03/03/2020
RECEIVING PARTY DATA	
Name:	MUFG UNION BANK, N.A.
Street Address:	145 S. STATE COLLEGE BLVD.
City:	BREA
State/Country:	CALIFORNIA
Postal Code:	92821
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7736591
Patent Number:	7470547
Patent Number:	8920752
Patent Number:	7754439
Patent Number:	8323882
Patent Number:	8940478
Patent Number:	9415369
Patent Number:	9068566
Application Number:	14440843
CORRESPONDENCE DATA	
Fax Number:	(714)546-9035
<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:	7146415100
Email:	fsanders@rutan.com
Correspondent Name:	RUTAN & TUCKER, LLP
Address Line 1:	611 ANTON BLVD., SUITE 1400
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	014742.1315
NAME OF SUBMITTER:	HANI Z. SAYED

SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	03/03/2020
Total Attachments: 5 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of March 3, 2020, between BioDot, Inc., a California corporation (the "Grantor"), and MUFG Union Bank, N.A., a national banking association (together with its successors and assigns, the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor and the Bank, the Bank is willing to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Bank that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Bank this Patent Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Bank, for the benefit of the Bank, a continuing security interest in and lien on all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(i) any and all of the Grantor's pending and issued U.S. Patents listed or required to be listed on Schedule I hereto, (ii) all issued, original, continuation, continuation-in-part, divisional, reissue and re-examinations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or other violations thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all of each Grantor's rights corresponding to the foregoing.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all of the Grantor's obligations to the Bank under the Loan Agreement and the other Loan Documents (each as defined

in the Security Agreement). Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Loan.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by .pdf or electronic transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Patent Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of California.

7. CONSTRUCTION. Each definition of an agreement in this Patent Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Bank. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Patent Security Agreement shall refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement, unless otherwise specifically provided herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", whether or not so expressly stated in each such instance. The word "will" shall be construed to have the same meaning and effect as the word "shall". "Writing", "written" and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC of California and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BIODOT, INC.

By: [Signature]
Name: DAVID GRADY
Title: CFO

**ACCEPTED AND ACKNOWLEDGED
BY:**

MUFG UNION BANK, N.A., as the Bank

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BIODOT, INC.

By: _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED
BY:**

MUFG UNION BANK, N.A., as the Bank

By: Chang Lee
Name: Chang Lee
Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor	Patent	Application No. or Registration No.	Filing Date or Registration Date
BioDot Inc.	Method and Apparatus for Liquid Dispensing	7,736,591	3/15/2010
BioDot Inc.	Methods and Systems for Dispensing Sub-Microfluidic Drops	7,470,547	12/30/2008
BioDot Inc.	Systems and Methods for High Speed Array Printing and Hybridization	8,920,752	12/30/2014
BioDot Inc.	Method and System for the Analysis of High Density Cell Samples	7,754,439	7/13/2010
BioDot Inc.	Method and System for the Analysis of High Density Cell Samples	8,323,882	12/4/2012
BioDot Inc.	Method and System for the Analysis of High Density Cell Samples	8,940,478	1/27/2015
BioDot Inc.	Method and System for the Analysis of High Density Cell Samples	9,415,369	8/16/2016
BioDot Inc.	Piezoelectric Dispenser with a Longitudinal Transducer and Replaceable Capillary	9,068,566	6/30/2015
BioDot Inc.	Controlled Printing of a Cell Sample for Karyotyping	14/440,843	5/5/2015