

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6341368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICOYA LIFESCIENCES INC.	10/08/2020
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 22	
Property Type	Number
Application Number:	62715111
Application Number:	62715137
PCT Number:	IB2019056692
Application Number:	61798450
Application Number:	14216042
Application Number:	15134843
Application Number:	62727934
Application Number:	62854103
PCT Number:	IB2019057540
Application Number:	16622761
Application Number:	62964424
Application Number:	62964431
Application Number:	62738795
PCT Number:	CA2019051396
Application Number:	62735233
PCT Number:	IB2019058104
Application Number:	62821512
Application Number:	62861182
PCT Number:	CA2020050372
Application Number:	62939017

Property Type	Number
Application Number:	63014629
Application Number:	29721168

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: JENNIFER TINDIE
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1274916
NAME OF SUBMITTER:	SARAH MACKIN
SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	10/08/2020

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the 8th day of October, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200 Newton, Massachusetts 02466 ("Bank") and **NICOYA LIFESCIENCES INC.**, a Corporation organized under the laws of the Province of Ontario with its principal place of business located at 29 King Street E, Unit B, Kitchener, Ontario N2G 2K4 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Unless otherwise specified, capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to the Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, a security interest in its Intellectual Property Collateral (as defined below) to secure the obligations.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank under the Loan Agreement, Grantor grants and pledges to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the "Industrial Designs");

(g) All mask works or similar rights available for the protection of integrated circuit topographies, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the "Mask Works");

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Industrial Designs or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Industrial Designs or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank .

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

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

GRANTOR:

NICOYA LIFESCIENCES INC.

By:  DocuSigned by:
Ryan Denomme
BDCFE41A65DB42B
Name: Ryan Denomme
Title: President

BANK:

SILICON VALLEY BANK

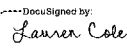
By:  DocuSigned by:
Lauren Cole
95B9AEEFAF02E409
Name: Lauren Cole
Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Family Ref	App No	Date Filed	Pub No	Title	Owner
FAM01	US62/715111	2018-08-06	N/A	Plasmon resonance (PR) system, instrument, cartridge and method	NICOYA LIFESCIENCES INC
FAM01	US62/715137	2018-08-06	N/A	Plasmon resonance (PR) system, instrument, cartridge and method	NICOYA LIFESCIENCES INC
FAM01	PCT/IB2019/056692	2019-08-06	WO2020031089	Plasmon resonance (PR) system, instrument, cartridge and method	NICOYA LIFESCIENCES INC
FAM01A	US61/798450	2013-03-15	N/A	Method and apparatus for chemical detection	NICOYA LIFESCIENCES INC
FAM01A	CA2846909	2014-03-17	CA2846909	Method and apparatus for chemical detection	NICOYA LIFESCIENCES INC

FAM01A	US14/216042	2014-03-18	US 20140271366 (Patent No. 9,322,823)	Method and apparatus for chemical detection	NICOYA LIFESCIENC ES INC
FAM01A	US15/134843	2016-04-21	US2016029913 4	Method and apparatus for chemical detection	NICOYA LIFESCIENC ES INC
FAM02A	US62/727934	2018-09-06	N/A	Plasmon resonance (PR) system and instrument, digital microfluidic (DMF) cartridge, and methods of using localized surface plasmon resonance (LSPR) for analysis of analytes	NICOYA LIFESCIENC ES INC
FAM02A	US62/854103	2019-05-29	N/A	Plasmon resonance (PR) system and instrument, digital microfluidic (DMF) cartridge, and methods of using localized surface plasmon resonance (LSPR) for	NICOYA LIFESCIENC ES INC

				analysis of analytes	
FAM02A	PCT/IB2019/057540	2019-09-06	WO2020049524	Plasmon resonance (PR) system and instrument, digital microfluidic (DMF) cartridge, and methods of using localized surface plasmon resonance (LSPR) for analysis of analytes	NICOYA LIFESCIENCES INC
FAM02A	US16/622761	2019-12-13	Not yet published	Plasmon resonance (PR) system and instrument, digital microfluidic (DMF) cartridge, and methods of using localized surface plasmon resonance (LSPR) for analysis of analytes	NICOYA LIFESCIENCES INC
FAM02A	CA3061157A	2019-09-06	CA3061157A1	Plasmon resonance (PR) system and instrument,	NICOYA LIFESCIENCES INC

				digital microfluidic (DMF) cartridge, and methods of using localized surface plasmon resonance (LSPR) for analysis of analytes	
FAM02B	US62/964424	2020-01-22	N/A	Digital microfluidic (DMF) system, DMF cartridge, and method including integrated optical fiber sensing	NICOYA LIFESCIENCES INC
FAM02C	US62/964431	2020-01-22	N/A	Digital microfluidic (DMF) system, DMF cartridge, and method including integrated refractive index sensing	NICOYA LIFESCIENCES INC
FAM06-1	US62/738795	2018-09-30	N/A	Plasmon resonance (PR) system, instrument, cartridge and method	NICOYA LIFESCIENCES INC

FAM06-1	PCT/CA2019/051396	2019-09-30	WO2020061715	Plasmon resonance system, instrument, and device for measuring molecular interactions	NICOYA LIFESCIENCES INC
FAM06-2	US62/735233	2018-09-24	N/A	Plasmon resonance (PR) system, instrument, cartridge and method	NICOYA LIFESCIENCES INC
FAM06-2	PCT/IB2019/058104	2019-09-24	WO2020065537	Plasmon resonance system, instrument, and device for measuring molecular interactions	NICOYA LIFESCIENCES INC
FAM07	US62/821512	2019-03-21	N/A	Foldable digital microfluidic (DMF) device using flexible electronic platform and methods of making same	NICOYA LIFESCIENCES INC
FAM07	US62/861182	2019-06-13	N/A	Foldable digital microfluidic (DMF) device using flexible electronic platform and	NICOYA LIFESCIENCES INC

				methods of making same	
FAM07	PCT/CA2020/050372	2020-04-01	Not yet published	Foldable digital microfluidic (DMF) device using flexible electronic platform and methods of making same	NICOYA LIFESCIENCES INC
FAM08	US62/939017	2019-11-22	N/A	Digital microfluidics (DMF) device including an fet-biosensor (FETB) and method of field-effect sensing	NICOYA LIFESCIENCES INC
FAM09	US63/014629	2020-05-05	N/A	Testing system, device and method	NICOYA LIFESCIENCES INC
FAMD1	US29/721168	2020-01-17	N/A	Design	NICOYA LIFESCIENCES INC
FAMD1	CA193486	2020-03-04	N/A	Design	NICOYA LIFESCIENCES INC

EXHIBIT C

Trademarks

US Trademarks:

Description

Serial Number

Filing Date

None

Canadian Trademarks:

Description

Application Number

Owner

NICOYA (word) Planning to file
an international trademark
registration application in Q320

2016181

**NICOYA
LIFESCIENCES INC**

NICOYA ALTO (word) Planning to
file an international trademark
registration application in Q320

2022311

**NICOYA
LIFESCIENCES INC**

OPENSPR (word)

2015127

**NICOYA
LIFESCIENCES INC**

EXHIBIT D

Industrial Designs

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT E

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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