

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6704632

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | STATEMENT OF OWNERSHIP |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA | 05/10/2021 |
| MONELL CHEMICAL SENSES CENTER | 05/10/2021 |
| RECEIVING PARTY DATA | |
| Name: | THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA |
| Street Address: | 3600 CIVIC CENTER BOULEVARD |
| Internal Address: | 9TH FLOOR |
| City: | PHILADELPHIA |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19104 |
| Name: | MONELL CHEMICAL SENSES CENTER |
| Street Address: | 3500 MARKET STREET |
| City: | PHILADELPHIA |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19104-3308 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Application Number: | 61177768 |
| Application Number: | 13318682 |
| Application Number: | 60666232 |
| Application Number: | 60710708 |
| Application Number: | 11910070 |
| Application Number: | 60830530 |
| Application Number: | 12373654 |
| CORRESPONDENCE DATA | |
| Fax Number: | (215)564-3439 |
| <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: | 2155683100 |
| Email: | patents@bakerlaw.com |

Correspondent Name: BAKERHOSTETLER
Address Line 1: 2929 ARCH STREET
Address Line 2: 12TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104

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|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 103241.001605 |
| NAME OF SUBMITTER: | FAITH A. POORE |
| SIGNATURE: | /Faith A. Poore/ |
| DATE SIGNED: | 05/12/2021 |

Total Attachments: 13

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STATEMENT OF OWNERSHIP

An agreement (the "Security Interest," attached hereto as Exhibit A) between Triplepoint Capital LLC and Adamant Technologies, Inc. ("ADAMANT") was recorded at the United States Patent and Trademark Office ("USPTO") on October 6, 2014 against certain patent matters (the "Patent Properties") listed in the following image taken directly from the Security Interest.¹

Patent Properties²

| | | | | | |
|---------------------|------------------|--|------------------|----------------|-------------------|
| Docket V5001 | | Title: Photolithographically Defined Contacts to Carbon Nanostructures | | | |
| Serial No | Patent No | App Type | File Date | Country | Issue Date |
| 61/177,768 | | US Prov | 5/13/2009 | US | |
| PCT/US2010/033968 | | PCT | 5/7/2010 | | |
| 13/318,682 | | US Utility | 1/19/2012 | US | |
| 201080020748.8 | | China | 5/7/2012 | China | |
| Docket R3766 | | Title: Electronic Nose | | | |
| Serial No | Patent No | App Type | File Date | Country | Issue Date |
| 60/666,282 | | US Prov | 3/29/2005 | US | |
| 60/710,708 | | US Prov | 8/22/2005 | US | |
| PCT/US2006/012005 | | PCT | 3/29/2006 | | |
| 11/910,070 | 7,977,054 | US Utility | 3/29/2006 | US | 7/12/2011 |
| Docket S4286 | | Title: Improved NT/DNA Sensor | | | |
| Serial No | Patent No | App Type | File Date | Country | Issue Date |
| 60/830,530 | | US Prov | 7/13/2006 | US | |
| PCT/US2007/015999 | | PCT | 7/13/2007 | | |
| 12/373,654 | | US Utility | 11/12/2009 | US | |

The Patent Properties are owned by The Trustees of The University of Pennsylvania ("Penn") and Monell Chemical Senses Center ("Monell") (collectively the "ASSIGNEES"),³ and in connection with the Security Interest, ASSIGNEES provide the following:

¹ The Security Interest is recorded at USPTO assignment Reel 033894, frame 0912, and were recorded against United States application nos. 61/177,768; PCT/US2010/033968; 13/318,682 (now United States patent 9,053,941); 60/710,708; PCT/US2006/012005; 11/910,070 (now United States patent 7,977,054); 60/830,530; PCT/US2007/015999; and 12/373,654 (now United States patent 8,609,025).

² Although the Security Interest lists application no. 60/666,282 as the first provisional application associated with Docket R3766, the correct number for that provisional application is 60/666,232. Accordingly, this Statement of Ownership applies to application no. 60/666,232.

³ Penn owns the Patent Properties associated with Docket V5001 and S4286, and Penn and Monell jointly own the Patent Properties associated with Docket R3766. Penn and Monell executed an Inter-Institutional Agreement, pursuant to which Penn is entitled to license the rights of both Penn and Monell related to the Patent Properties associated with Docket R3766.

1. In 2012, Penn and ADAMANT entered into a license agreement (the "Penn License Agreement") to the Patent Properties.

2. The Penn License Agreement states the following concerning Penn's grant of a patent license to ADAMANT:

[Penn] grants to [ADAMANT] an exclusive, world-wide license (the "License") to make, have made, use, import, offer for sale and sell Licensed Products in the Field of Use during the Term

3. The Penn License Agreement states the following concerning ADAMANT's grant of security interests to ADAMANT's patent license:

[ADAMANT] will not grant a security interest in the License or this Agreement during the Term. Any prohibited assignment or security interest will be null and void.

4. On September 16, 2014, during the term of the Penn License Agreement, ADAMANT granted the Security Interest.

5. The Security Interest provides as follows concerning ADAMANT ("You") and Triplepoint Capital LLC ("Us"):

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

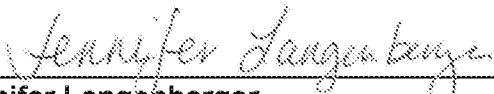
- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and

6. Because ADAMANT granted the Security Interest during the term of the Penn License Agreement, the Security Interest is null and void *ab initio* pursuant to the Penn License Agreement and is accordingly ineffective against the Patent Properties.

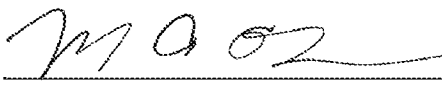
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This Statement of Ownership is provided on behalf of The Trustees of the University of Pennsylvania and Monell Chemical Senses Center by:

May 10, 2021
Date


Jennifer Langenberger
Executive Director, Intellectual Property (for Penn)

05/10/2021
Date


Maureen O'Leary
Director, Technology Transfer (for Monell)

Attachment

Exhibit A – Security Interest

Exhibit A

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3053845

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|---|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ADAMANT TECHNOLOGIES, INC. | 09/16/2014 |
| RECEIVING PARTY DATA | |
| Name: | TRIPLEPOINT CAPITAL LLC |
| Street Address: | 2755 SAND HILL ROAD, SUITE 150 |
| City: | MENLO PARK |
| State/Country: | CALIFORNIA |
| Postal Code: | 94025 |
| PROPERTY NUMBERS Total: 13 | |
| Property Type | Number |
| Application Number: | 61177768 |
| PCT Number: | US2010033968 |
| Application Number: | 13318682 |
| Application Number: | 60666282 |
| Application Number: | 60710708 |
| PCT Number: | US2006012005 |
| Patent Number: | 7977054 |
| Application Number: | 60830530 |
| PCT Number: | US2007015999 |
| Application Number: | 12373654 |
| PCT Number: | US2014012129 |
| Application Number: | 61754369 |
| Application Number: | 61907971 |
| CORRESPONDENCE DATA | |
| Fax Number: | (310)277-4730 |
| <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: | (310) 284-6133 |
| Email: | jsbrown@mwe.com |
| Correspondent Name: | GARY B. ROSENBAUM |
| Address Line 1: | MCDERMOTT WILL & EMERY LLP |

PATENT

| | |
|------------------------|------------------------------------|
| Address Line 2: | 2049 CENTURY PARK EAST, SUITE 3800 |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90067 |

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 082853-0010 |
|--------------------------------|-------------|

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | GARY B. ROSENBAUM |
|---------------------------|-------------------|

| | |
|-------------------|---------------------|
| SIGNATURE: | /Gary B. Rosenbaum/ |
|-------------------|---------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 10/06/2014 |
|---------------------|------------|

Total Attachments: 7

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of September 16, 2014 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and ADAMANT TECHNOLOGIES, INC., a Delaware corporation ("Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is ADAMANT TECHNOLOGIES, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and ADAMANT TECHNOLOGIES, INC.

The Parties have entered into a Plain English Jump Start Lease Agreement dated as of March 22, 2013, and a Restructuring Agreement dated on or about the date of this Agreement (together with amendments, supplements, extensions and exhibits, collectively the "Lease Agreement"). Pursuant to the Lease Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Lease Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LEASE AGREEMENT

This security interest is granted to secure Your obligations under the Lease Agreement (the "Secured Obligations"). All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Lease Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Lease Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification solely by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Lease Agreement and the other Lease Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Lease Agreement or any of the Lease 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Lease Agreement or any of the other Lease Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: ADAMANT TECHNOLOGIES, INC.

Signature: 

Print Name: Samuel M. Khamis

Title: Founder + CTO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement Between Adamant Technologies, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS IN PATENT RIGHTS

Docket V5001

Title: Photolithographically Defined Contacts to Carbon Nanostructures

| Serial No | Patent No | App Type | File Date | Country | Issue Date |
|-------------------|-----------|------------|-----------|---------|------------|
| 61/177,768 | | US Prov | 5/13/2009 | US | |
| PCT/US2010/033968 | | PCT | 5/7/2010 | | |
| 13/318,682 | | US Utility | 1/19/2012 | US | |
| 201080020748.8 | | China | 5/7/2012 | China | |

Docket R3766

Title: Electronic Nose

| Serial No | Patent No | App Type | File Date | Country | Issue Date |
|-------------------|-----------|------------|-----------|---------|------------|
| 60/666,282 | | US Prov | 3/29/2005 | US | |
| 60/710,708 | | US Prov | 8/22/2005 | US | |
| PCT/US2006/012005 | | PCT | 3/29/2006 | | |
| 11/910,070 | 7,977,054 | US Utility | 3/29/2006 | US | 7/12/2011 |

Docket S4286

Title: Improved NT/DNA Sensor

| Serial No | Patent No | App Type | File Date | Country | Issue Date |
|-------------------|-----------|------------|------------|---------|------------|
| 60/830,530 | | US Prov | 7/13/2006 | US | |
| PCT/US2007/015999 | | PCT | 7/13/2007 | | |
| 12/373,654 | | US Utility | 11/12/2009 | US | |

| WSGR Docket No. | Case Type | Status | Application Number | Filing Date | Country | Title |
|-----------------|-------------|-----------|--------------------|-------------|---------------------------|-------------------------------|
| 43666-702.601 | PCT | Published | PCT/US2014/012129 | 17-Jan-2014 | Patent Cooperation Treaty | SENSORS FOR ANALYTE DETECTION |
| 43666-702.101 | Provisional | Expired | 61/754,369 | 18-Jan-2013 | United States of America | SENSORS FOR ANALYTE DETECTION |
| 43666-702.102 | Provisional | Pending | 61/907,971 | 22-Nov-2013 | United States of America | SENSORS FOR ANALYTE DETECTION |

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Adamant Technologies, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

| Name | Date Filed or Issued | Serial Number | Status |
|------|-------------------------|---------------|--------|
|------|-------------------------|---------------|--------|

TRADEMARK APPLICATIONS

| Name | Date Filed | Serial Number | Status |
|------|------------|---------------|--------|
|------|------------|---------------|--------|

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between Adamant Technologies, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

| Registration Number | Title | Registration Date | V&A No. |
|---------------------|-------|-------------------|---------|
|---------------------|-------|-------------------|---------|

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

| Title | Date Filed | V&A No. |
|-------|------------|---------|
|-------|------------|---------|