

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6773700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SALEM FIVE CENTS SAVINGS BANK	06/15/2021
RECEIVING PARTY DATA	
Name:	NEXCELOM BIOSCIENCE LLC
Street Address:	360 MERRIMACK STREET, BUILDING 9
City:	LAWRENCE
State/Country:	MASSACHUSETTS
Postal Code:	01843
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	7329537
Patent Number:	8883491
Patent Number:	8928876
Patent Number:	9075790
Patent Number:	9186843
Patent Number:	9329130
Patent Number:	9342734
Patent Number:	9933415
Application Number:	13699647
Application Number:	14429878
Application Number:	15574857
Application Number:	15792572
Application Number:	16963233
Application Number:	17000285
PCT Number:	US2020049047
PCT Number:	US2016035178
CORRESPONDENCE DATA	
Fax Number:	
<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>	

PATENT

Phone:	6172174773
Email:	IPBoston.Docketing@nelsonmullins.com
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1:	ONE FINANCIAL CENTER SUITE 3500
Address Line 4:	BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	028007/09048
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NAME OF SUBMITTER:	BRIAN MOORE
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SIGNATURE:	/Brian Moore/
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DATE SIGNED:	06/22/2021
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Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS
AND REVOCATION OF POWER OF ATTORNEY**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND REVOCATION OF POWER OF ATTORNEY (the “Release”) is made this 21st day of June, 2021 (the “Release Date”) by and between Salem Five Cents Savings Bank, a Massachusetts savings bank having offices located at 210 Essex Street, Salem, Massachusetts 01970 (the “Secured Party”), and Nexcelom Bioscience LLC, a Massachusetts limited liability company having a principal place of business located at 360 Merrimack Street, Building 9, Lawrence, Massachusetts 01843 (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Loan Agreement, dated as of August 9, 2017, with the Secured Party and with Peter Y. Li and Jean Qiu as individual guarantors (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, the Debtor has entered into that certain Security Agreement, dated as of August 9, 2017, with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Exhibit A attached hereto and made a part hereof, together with all rights corresponding thereto throughout the world, including but not limited to any corresponding foreign patent applications and/or Letters Patents, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, have made, use or sell, market or advertise for sale the same, (ii) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (iv) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (collectively, the “Patent Collateral”);

WHEREAS, the Secured Party has filed with the United States Patent & Trademark Office (the “USPTO”) (i) notices of security interests in the Patent Collateral, including that certain Patent Security Agreement, dated as of August 9, 2017, that was entered into by the Debtor with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Patent Security Agreement”), and (ii) that certain Power of Attorney, dated as of August 9, 2017, that was granted by the Debtor to the Secured Party (the “Power of Attorney”); and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Patent Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and the Debtor agree as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Patent Collateral granted by the Debtor under the Security Agreement and under the Patent Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
3. Revocation of Power of Attorney. Effective as of the Release Date, the Debtor hereby revokes the Power of Attorney.
4. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.
5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement, the Security Agreement and/or the Patent Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, the Secured Party and the Debtor have caused this Release to be executed as an instrument under seal by their duly authorized officers as of the Release Date.

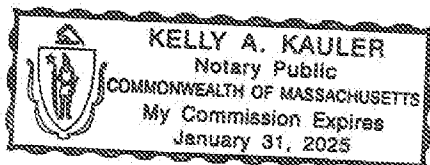
SALEM FIVE CENTS SAVINGS BANK, THE SECURED PARTY

By: [Signature]
Name: GORDON R. MASSEY
Title: Senior Vice President

COMMONWEALTH OF
MASSACHUSETTS) ss.
COUNTY OF Essex)

On this 15th day of June, 2021, before me personally appeared Gordon R. Massey to me known, who, being by me duly sworn, declared that he is a SVP of Salem Five Cents Savings Bank, the Massachusetts savings bank described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the Massachusetts savings bank therein named; and that the foregoing constitutes the free act and deed of said Massachusetts savings bank.

[Signature]
Notary Public
My commission expires: 1/31/25



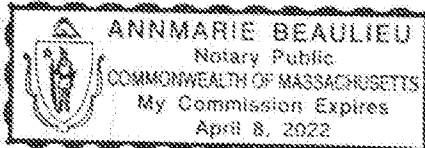
IN WITNESS WHEREOF, the Secured Party and the Debtor have caused this Release to be executed as an instrument under seal by their duly authorized officers as of the Release Date.

NEXCELOM BIOSCIENCE LLC, THE DEBTOR

By: Peter Yuhong Li
Name: Peter Li
Title: President

COMMONWEALTH OF
MASSACHUSETTS) ss.
COUNTY OF Essex)

On this 15th day of June, 2021, before me personally appeared Peter Li, to me known, who, being by me duly sworn, declared that he is a President of Nexcelom Bioscience LLC, the Massachusetts limited liability company described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the Massachusetts limited liability company therein named; and that the foregoing constitutes the free act and deed of said Massachusetts limited liability company.



[Signature]
Notary Public

My commission expires: April 8, 2022

EXHIBIT A

The Patents

<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
10/825,883	April 17, 2004	7,329,537	February 12, 2008	US
12/935,973	January 10, 2011	8,883,491	November 11, 2014	US
13/519,283	January 3, 2013	8,928,876	January 6, 2015	US
13/878,618	September 4, 2013	9,075,790	July 7, 2015	US
14/587,932	December 31, 2014	9,186,843	November 17, 2015	US
13/519,282	January 3, 2013	9,329,130	May 3, 2016	US
14/452,612	August 6, 2014	9,342,734	May 17, 2016	US
14/790,482	July 2, 2015	9,933,415	April 3, 2018	US
13/699,647	November 23, 2012			US
14/429,878	March 20, 2015			US
15/574,857	June 1, 2016			US
15/792,572	October 24, 2017			US
16/963,233	July 19, 2020			US
17/000,285	August 22, 2020			US
10 175 331.7	November 30, 2000	2281879	January 27, 2016	EP (validated in Germany, France, and the United Kingdom)
11 735 090.0	January 19, 2011	2526397	November 25, 2020	EP (validated in Germany, France, and the United Kingdom)
11 835 186.5	October 20, 2011	2630492	March 7, 2018	EP (validated in Germany, France, and the United Kingdom)
13 847 108.1	October 9, 2013	2909330	April 7, 2021	EP (validated in Germany, France, and the United Kingdom)
16 804 288.5	June 1, 2016	3304030	March 17, 2021	EP (validated in Germany, France, and the United Kingdom)
09 730 171.7	April 8, 2009			EP
11 733 248.6	January 11, 2011			EP
11 792 944.8	June 6, 2011			EP
19 756 542.7	February 21, 2019			EP

200980121707.5	April 8, 2009	102089418	September 3, 2014	China
201180034271.3	June 6, 2011	103154264	November 25, 2015	China
201180006627.2	January 19, 2011	102822657	January 20, 2016	China
201180054859.5	October 20, 2011	103443625	December 5, 2017	China
201680037388.X	June 1, 2016	108351282	October 27, 2020	China
201180008975.3	January 11, 2011			China
201380054564.7	October 9, 2013			China
201980026197.7	February 21, 2019			China
PCT/US20/49047	September 2, 2020			Patent Cooperation Treaty
PCT/US2016/035178	June 1, 2016			Patent Cooperation Treaty