

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6895028

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AXION BIOSYSTEMS, INC.	08/31/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LUCID TRUSTEE SERVICES LIMITED
<b>Street Address:</b>	6TH FLOOR, NO 1 BUILDING
<b>Internal Address:</b>	1-5 LONDON WALL BUILDINGS
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 5PG
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9279801
Patent Number:	9885012
Patent Number:	9279797
Patent Number:	9329168
Patent Number:	10067117
Patent Number:	10351812
Patent Number:	10317391
Patent Number:	9360469
Patent Number:	9983198
Patent Number:	10969382
Patent Number:	10989703
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)806-6006
<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>	
<b>Phone:</b>	2128065400
<b>Email:</b>	patent@stroock.com
<b>Correspondent Name:</b>	JEFFREY M. MANN
<b>Address Line 1:</b>	180 MAIDEN LANE, 38TH FLOOR
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10038-4982

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	007254.0003
<b>NAME OF SUBMITTER:</b>	JEFFREY MANN
<b>SIGNATURE:</b>	/Jeffrey Mann/
<b>DATE SIGNED:</b>	09/01/2021
<b>Total Attachments: 5</b> source=Project Pixel - Patent Security Agreement (Executed)#page1.tif source=Project Pixel - Patent Security Agreement (Executed)#page2.tif source=Project Pixel - Patent Security Agreement (Executed)#page3.tif source=Project Pixel - Patent Security Agreement (Executed)#page4.tif source=Project Pixel - Patent Security Agreement (Executed)#page5.tif	

## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 31, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by Axion BioSystems, Inc., a Delaware corporation, having an address of 1819 Peachtree Road NE, Suite 350, Atlanta, GA US 30309 (“**Grantor**”) in favor of Lucid Trustee Services Limited, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, Grantor is party to that certain Security Agreement dated as of August 31, 2021 (as amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in and to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for past, present or future infringements or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

*provided* that the Patent Collateral shall not include any Excluded Assets.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER, OR RELATED TO, THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

### **SECTION 7. COUNTERPARTS**

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

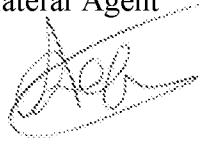
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AXION BIOSYSTEMS, INC., as a Grantor

By:   
Name: Tom O'Brien  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

LUCID TRUSTEE SERVICES LIMITED,  
as Collateral Agent



By: \_\_\_\_\_

Name: Andrew Brookes

Title: Authorised Signatory

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**  
  
**PATENTS**

<b>GRANTOR</b>	<b>TITLE</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
AXION BIOSYSTEMS, INC.	DEVICES, SYSTEMS AND METHODS FOR HIGH-THROUGHPUT ELECTROPHYSIOLOGY	9,279,801	2016-03-08
AXION BIOSYSTEMS, INC.	DEVICES, SYSTEMS, AND METHODS FOR TARGETED PLATING OF MATERIALS IN HIGH-THROUGHPUT CULTURE PLATES	9,885,012	2018-02-06
AXION BIOSYSTEMS, INC.	MULTIWELL MICROELECTRODE ARRAY WITH OPTICAL STIMULATION	9,279,797	2016-03-08
AXION BIOSYSTEMS, INC.	DEVICES, SYSTEMS AND METHODS FOR HIGH-THROUGHPUT ELECTROPHYSIOLOGY	9,329,168	2016-05-03
AXION BIOSYSTEMS, INC.	CELL-BASED BIOSENSOR ARRAY AND ASSOCIATED METHODS FOR MANUFACTURING THE SAME	10,067,117	2018-09-04
AXION BIOSYSTEMS, INC.	DEVICE AND SYSTEM FOR CREATING AND MAINTAINING A LOCALIZED ENVIRONMENT FOR A CELL CULTURE PLATE	10,351,812	2019-07-16
AXION BIOSYSTEMS, INC.	MULTIWELL MICROELECTRODE ARRAY WITH OPTICAL STIMULATION	10,317,391	2019-06-11
AXION BIOSYSTEMS, INC.	MULTIWELL MICROELECTRODE ARRAY WITH OPTICAL STIMULATION	9,360,469	2016-06-07
AXION BIOSYSTEMS, INC.	SYSTEMS AND METHODS FOR ASSESSING DATA COLLECTED FROM AN ELECTRICALLY ACTIVE CELL CULTURE	9,983,198	2018-05-29
AXION BIOSYSTEMS, INC.	SYSTEMS AND METHODS FOR ASSESSING DATA COLLECTED FROM AN ELECTRICALLY ACTIVE CELL CULTURE	10,969,382	2021-04-06
AXION BIOSYSTEMS, INC.	MULTIWELL MICROELECTRODE ARRAY WITH OPTICAL STIMULATION	10,989,703	2021-04-27