

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7103515

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HIGHRES BIOSOLUTIONS	12/23/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	SANTANDER BANK, N.A.
<b>Street Address:</b>	625 RIDGE PIKE, BUILDING E, FLOOR 2, SUITE 207
<b>Internal Address:</b>	ATTN: DAVID L. COHEN
<b>City:</b>	CONSHOHOCKEN
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	7560071
Patent Number:	7767154
Patent Number:	8221697
Patent Number:	8242730
Patent Number:	8734720
Patent Number:	8759084
Patent Number:	8795593
Patent Number:	9492828
Patent Number:	9623405
Patent Number:	9880184
Patent Number:	10252860
Patent Number:	10444251
Patent Number:	10583554
Patent Number:	10613110
Application Number:	16838435
Application Number:	16814191
Patent Number:	10955430
Patent Number:	11045811
Application Number:	17205308

PATENT

Property Type	Number
Application Number:	17362056
Patent Number:	11123870
Patent Number:	11167434
Patent Number:	11167282
Application Number:	16900468
Application Number:	63188172
Application Number:	63222244

**CORRESPONDENCE DATA**

**Fax Number:** (215)851-1420

*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:** 215-241-7996

**Email:** cnye@reedsmith.com

**Correspondent Name:** MATTHEW E. TASHMAN, REED SMITH LLP

**Address Line 1:** 1717 ARCH STREET, THREE LOGAN SQUARE

**Address Line 2:** SUITE 3100

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**NAME OF SUBMITTER:** MATTHEW E. TASHMAN

**SIGNATURE:** /Matthew E. Tashman/

**DATE SIGNED:** 01/04/2022

**Total Attachments: 7**

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## COLLATERAL ASSIGNMENT OF PATENTS

COLLATERAL ASSIGNMENT OF PATENTS dated as of December 23, 2021 (“Agreement”), between Highres BioSolutions, a Delaware corporation (together with its successors and assigns, the “Assignor”), and Santander Bank, N.A., as lender (together with its successors and assigns in such capacity, the “Lender”):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Assignor and the Lender.

(2) In connection with the Credit Agreement, the Assignor is a party to a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Lender, pursuant to which the Assignor has granted to the Lender, a continuing security interest in, assignment of and lien on substantially all of its personal property assets, whether now owned or existing or hereafter acquired or arising.

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

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Lender, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Patents issued by any other country or any office, agency or other Governmental Authority thereof;

(iv) all applications for Patents to be issued by any office, agency or other Governmental Authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all goodwill related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Lender primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.


Section 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without application of the rules regarding conflicts of laws.

Section 5. Miscellaneous. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Lender.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HIGHRES BIOSOLUTIONS, INC.

By:   
Name: Alexander Grindley, CFO  
Title:

Accepted and acknowledged by:

SANTANDER BANK, N.A., as  
Lender

By: \_\_\_\_\_  
Name:  
Title:

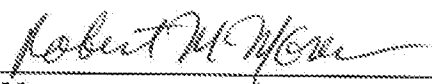
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HIGHRES BIOSOLUTIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and acknowledged by:

SANTANDER BANK, N.A., as  
Lender

By:   
Name: Robert McManus  
Title: Senior Vice President

Schedule A

Publication Number	Title	Application Number	Issue Date	Inventor Name
<a href="#"><u>US7560071B2</u></a>	Instrument docking station for an automated testing system	US11/394373	2009-07-14	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US7767154B2</u></a>	Microplate kit	US12/008829	2010-08-03	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US8221697B2</u></a>	Apparatus for lidding or delidding microplate	US12/848674	2012-07-17	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US8242730B2</u></a>	Automated robot teach tool and method of use	US12/480943	2012-08-14	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US8734720B2</u></a>	Automated testing system arrangements using docking station	US12/412706	2014-05-27	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US8759084B2</u></a>	Self-sterilizing automated incubator	US13/011477	2014-06-24	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US8795593B2</u></a>	Instrument docking station for an automated testing system	US12/481014	2014-08-05	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US9492828B2</u></a>	Automated centrifuge with side and top access	US14/130043	2016-11-15	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US9623405B2</u></a>	Pipettor system	US14/636962	2017-04-18	NICHOLS, MICHAEL   GUARRACINA, LOUIS J.
<a href="#"><u>US9880184B2</u></a>	Pipettor system	US15/454122	2018-01-30	NICHOLS, MICHAEL

				GUARRACINA, LOUIS J.
<a href="#"><u>US10252860B2</u></a>	Modular sample storage system	US14/593522	2019-04-09	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US10444251B2</u></a>	Pipettor system	US15/883738	2019-10-15	NICHOLS, MICHAEL   GUARRACINA, LOUIS J.
<a href="#"><u>US10583554B2</u></a>	Instrument turntable and method for use	US13/141766	2020-03-10	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US10613110B2</u></a>	Pipettor system	US16/653537	2020-04-07	NICHOLS, MICHAEL   GUARRACINA, LOUIS J.
<a href="#"><u>US20200233003A1</u></a>	Pipettor system	US16/838435	-	NICHOLS, MICHAEL   GUARRACINA, LOUIS J.
<a href="#"><u>US20200316772A1</u></a>	Instrument turntable and method for use	US16/814191	-	NICHOLS, MICHAEL J.   GUARRACINA, LOUIS J.
<a href="#"><u>US10955430B2</u></a>	Auto-navigating robotic processing vehicle	US16/265258	2021-03-23	GUARRACINA, LOUIS   GILCHRIST, ULYSSES
<a href="#"><u>US11045811B2</u></a>	Robotic processing system	US16/265273	2021-06-29	GUARRACINA, LOUIS   GILCHRIST, ULYSSES
<a href="#"><u>US20210208171A1</u></a>	Mobile robotic processing cart	US17/205308	-	GUARRACINA, LOUIS   GILCHRIST, ULYSSES
<a href="#"><u>US11123870B2</u></a>	Robotic transport system and method therefor	US17/032011	2021-09-21	GILCHRIST, ULYSSES
<a href="#"><u>US20210322993A1</u></a>	Robotic processing system	US17/362056	-	GUARRACINA, LOUIS



				GILCHRIST, ULYSSES
<u>US11167434B2</u>	Robotic processing system	US15/689986	2021-11-09	COCHRAN, NIGEL   GILCHRIST, ULYSSES   STEVENSON, BLAINE   HARPER, PAUL
<u>US11167282B2</u>	Auto-pipetting apparatus and method	US15/883843	2021-11-09	GILCHRIST, ULYSSES   CONNORS, ROBERT
	Automatic Assaying System and Methods Therefo	US16/900468		GILCHRIST, ULYSSES
	Overhead Labware Transport System	US63/188172		GILCHRIST, ULYSSES
	Labware Transport Robot	US63/222244		GILCHRIST, ULYSSES