

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7146141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRINITY BIOTECH, INC.	01/27/2022
FITZGERALD INDUSTRIES INTERNATIONAL, INC.	01/27/2022
CLARK LABORATORIES INC. (D/B/A TRINITY BIOTECH (USA))	01/27/2022
BIOPOOL U.S., INC. (D/B/A TRINITY BIOTECH DISTRIBUTION)	01/27/2022
PRIMUS CORPORATION	01/27/2022
IMMCO DIAGNOSTICS, INC.	01/27/2022
MARDX DIAGNOSTICS, INC.	01/27/2022
RECEIVING PARTY DATA	
Name:	PERCEPTIVE CREDIT HOLDINGS III, LP
Street Address:	51 ASTOR PLACE 10TH FLOOR
Internal Address:	C/O PERCEPTIVE ADVISORS LLC
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D720467
Patent Number:	6703208
Patent Number:	10451633
Patent Number:	9164115
Patent Number:	7851229
Application Number:	16564209
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>	
Phone:	212-655-2545
Email:	kwinstead@chapman.com
Correspondent Name:	CHAPMAN AND CUTLER LLP
Address Line 1:	1270 AVENUE OF THE AMERICAS, 30TH FL.

PATENT

Address Line 2:	KELLY WINSTEAD
Address Line 4:	NEW YORK, NEW YORK 10020

NAME OF SUBMITTER:	KELLY WINSTEAD
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SIGNATURE:	/Kelly Winstead/
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DATE SIGNED:	01/28/2022
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Total Attachments: 10

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Trinity Biotech, Inc.

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 27, 2022

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Perceptive Credit Holdings III, LP

Internal Address: c/o Perceptive Advisors LLC

Street Address: 51 Astor Place 10th Floor

City: New York

State: NY

Country: USA Zip: 10003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kelly Winstead

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas
30th Floor

City: New York

State: NY Zip: 10020

Phone Number: 212-655-2545

Docket Number: _____

Email Address: kwinstead@chapman.com

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:



Signature

Kelly Winstead

Name of Person Signing

1/27/2022

Date

Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 058890 FRAME: 0327

NAMES OF CONVEYING PARTIES

Name	Company Type	Jurisdiction
Fitzgerald Industries International, Inc.	Corporation	Delaware
Clark Laboratories Inc. (D/B/A Trinity Biotech (USA))	Corporation	New York
Biopool U.S., Inc. (D/B/A Trinity Biotech Distribution)	Corporation	Delaware
Primus Corporation	Corporation	Missouri
IMMCO Diagnostics, Inc.	Corporation	Delaware
MarDx Diagnostics, Inc.	Corporation	California

PATENT & TRADEMARK SECURITY AGREEMENT

January 27, 2022

WHEREAS, TRINITY BIOTECH, INC., a Delaware corporation (“*U.S. Holdings*”), FITZGERALD INDUSTRIES INTERNATIONAL, INC., a Delaware corporation (“*U.S. Fitzgerald*”), CLARK LABORATORIES, INC. (d/b/a Trinity Biotech (USA)), a New York corporation (“*U.S. Clark*”), BIOPOOL U.S., INC., a Delaware corporation (d/b/a Trinity Biotech Distribution) (“*U.S. Biopool*”), PRIMUS CORPORATION, a Missouri corporation (“*U.S. Primus*”), MARDX DIAGNOSTICS, INC., a California corporation (“*U.S. Mardx*”), IMMCO DIAGNOSTICS, INC., a Delaware corporation (“*U.S. Immco*” and together with U.S. Holdings, U.S. Fitzgerald, U.S. Clark, U.S. Biopool, U.S. Primus and U.S. Mardx, each a “*Borrower*” and collectively, the “*Borrowers*”) and each entity that becomes a “Grantor” under the Security Agreement (together with the Borrowers, “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS III, LP, a Delaware limited partnership, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent a security interest in accordance with and subject to the terms and conditions of the Security Agreement (and the Intellectual Property referenced therein) in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, including the inventions and improvements described and claimed therein, in each case whether now owned by such Grantor or hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related reissues, divisions, continuations, renewals, extensions and continuations in part thereof; and

(ii) all of the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, whether now owned by such Grantor or at any time hereafter acquired by such Grantor and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without

limitation those listed on **Schedule B** hereto, and all renewals of trademark and service mark registrations and all goodwill associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantors have caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

GRANTORS:

TRINITY BIOTECH, INC.

FITZGERALD INDUSTRIES
INTERNATIONAL, INC.

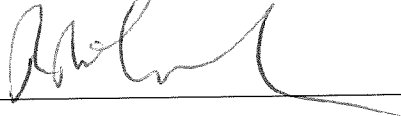
CLARK LABORATORIES INC. (D/B/A
TRINITY BIOTECH (USA))

BIOPOOL U.S., INC. (D/B/A TRINITY
BIOTECH DISTRIBUTION)

PRIMUS CORPORATION

IMMCO DIAGNOSTICS, INC.

MARDX DIAGNOSTICS, INC.

By: 

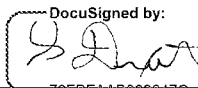
Name: Ronan O'Caoimh
Title: President

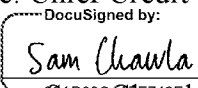
Signature Page – U.S. Patent and Trademark Security Agreement

ADMINISTRATIVE AGENT:

PERCEPTIVE CREDIT HOLDINGS III, LP

By: Perceptive Credit Opportunities GP, LLC,
its general partner

By: 
Name: Sandeep Dixit
Title: Chief Credit Officer

By: 
Name: Sam Chawla
Title: Portfolio Manager

Schedule A
to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

United States

<u>Owner</u>	<u>Patent Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
IMMCO Diagnostics, Inc.	29460224	July 9, 2013	US D0720,467	December 30, 2014	Granted - Active
IMMCO Diagnostics, Inc.	9690637	October 17, 2000	US 6,703,208	March 9, 2004	Granted - Active
IMMCO Diagnostics, Inc.	15124175	September 7, 2016	US 10,451,633	October 22, 2019	Granted - Active
IMMCO Diagnostics, Inc.	16,564,209	September 9, 2019	NONE	March 5, 2020	Pending
Primus Corporation	13/422, 630	March 16, 2012	US 9,164,115	Oct. 20, 2015	Granted – Expired for failure to pay maintenance fee 10/21/19 – petition to accept unintentionally delayed fee pending
Primus Corporation	11/459,190	July 21, 2006	US 7,851,229	Dec. 14, 2010	Granted – Expired for failure to pay maintenance fee 12/14/18 – petition to accept unintentionally delayed fee pending




Foreign

<u>Owner</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Status</u>
IMMCO Diagnostics, Inc.	March 24, 2015	IE 3122766	Granted - Active
IMMCO Diagnostics, Inc.	March 24, 2015	AU 2015236327	Granted - Active
IMMCO Diagnostics, Inc.	September 19, 2019	AU 2019232867	Granted - Active
IMMCO Diagnostics, Inc.	July 10, 2021	AU 2021203868	Pending
IMMCO Diagnostics, Inc.	March 24, 2015	CN107074927	Active
IMMCO Diagnostics, Inc.	March 24, 2015	CN112964883	Pending
IMMCO Diagnostics, Inc.	March 24, 2015	CA App 2942347	Dead (Failure to pay maintenance fee)

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

United States

<u>Owner</u>	<u>Trademarks</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
IMMCO Diagnostics, Inc.		85314467	5/6/2011	Active	US - 4117553	March 27, 2012
IMMCO Diagnostics, Inc.	ImmuLisa	85314041	5/6/2011	Active	US - 4070495	December 13, 2011
IMMCO Diagnostics, Inc.	ImmuGlo	85314059	5/6/2011	Active	US - 4070496	December 13, 2011
Trinity Biotech, Inc.	UNI-GOLD	74613218	12/30/1994	Active	US - 1941014	December 12, 1995
MarDx Diagnostics, Inc.	MARDX	75802570	9/17/1999	Active	US - 2490009	September 18, 2001
MarDx Diagnostics, Inc.	MARDX	75801516	9/17/1999	Active	US - 2364681	July 4, 2000
MarDx Diagnostics, Inc.	MARSTRIPE	75339666	8/12/1997	Active	US - 2195576	October 13, 1998
MarDx Diagnostics, Inc.	MARBLOT	75242641	2/18/1997	Active	US - 2132624	January 27, 1998
Primus Corporation		85295296	4/14/2011	Active	US - 4170147	July 10, 2012
Primus Corporation		75070700	3/11/1996	Active	US-2226974	March 2, 1999

Foreign

<u>Owner</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Primus Corporation	PREMIER HB9210	8/8/2011	Active	CA - TMA848943