

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7284464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALPCO ACQUISITION, INC.	04/04/2022
AMERICAN LABORATORY PRODUCTS COMPANY, LTD.	04/04/2022
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	1437 7TH STREET
Internal Address:	SUITE 300
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90401
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D940893
Application Number:	62884499
Application Number:	16986791
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	051285-33000
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/18/2022
Total Attachments: 7	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of April 4, 2022, is made by **ALPCO ACQUISITION, INC.**, a Delaware corporation and **AMERICAN LABORATORY PRODUCTS COMPANY, LTD.**, a New Hampshire domestic profit corporation (collectively, “**Grantors**”) in favor of **SILICON VALLEY BANK (“SVB”)** pursuant to the Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Loan and Security Agreement**”), between Grantors, **ALPCO MIDCO, INC.**, a Delaware corporation, **GENEPROOF ACQUISITION S.R.O.**, a Czech limited liability company, **GENEPROOF A.S.**, a Czech joint stock company and SVB. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan and Security Agreement.

RECITALS

A. SVB has agreed to make available a revolving line and term loan to Grantors (the “**Loans**”) in the amounts and manner set forth in the Loan and Security Agreement. SVB is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to SVB a security interest in the Collateral, which includes, but is not limited to, all of Grantors’ rights, title and interest in and to the following personal property: (i) Copyrights, Trademarks and Patents, (ii) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals, (iii) any and all source code, (iv) any and all design rights which may be available to such Person, (v) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified in clauses (i)-(iv) above; and (vi) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents to secure the Obligations; provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, further, after such period, each Loan Party acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of Bank and shall be included in the Collateral.

B. Pursuant to the terms of the Loan and Security Agreement, Grantors have, on a joint and several basis, pledged and granted to SVB a continuing security interest in all of Grantors’ right, title and interest, whether now owned, presently existing or hereafter acquired or arising, and all proceeds and products of, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantors hereby, on a joint and several basis, represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Obligations, on a joint and several basis, Grantors grant and pledge to SVB a security interest in all of Grantors’ right, title and interest in, to and under the Grantors’

Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedule A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

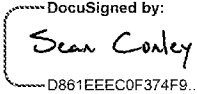
This security interest is granted in conjunction with the security interest granted to SVB under the Loan and Security Agreement. The rights and remedies of SVB with respect to the security interest granted hereby are in addition to those set forth in the Loan and Security Agreement and the other Loan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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

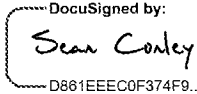
[Signature Page Follows]

GRANTORS

ALPCO ACQUISITION, INC.

By: _____
Name: Sean Conley_____
Title: President and Chief Executive Officer

AMERICAN LABORATORY PRODUCTS
COMPANY, LTD.

By: _____
Name: Sean Conley_____
Title: President and Chief Executive Officer

SVB

SILICON VALLEY BANK

By:_____
Name:_____
Title:_____

GRANTORS

ALPCO ACQUISITION, INC.

By: _____
Name: _____
Title: _____

AMERICAN LABORATORY PRODUCTS
COMPANY, LTD.

By: _____
Name: _____
Title: _____

SVB

SILICON VALLEY BANK

By:  _____
Name: Peter Freyer
Title: Managing Director

EXHIBIT A

Copyrights

None

[Exhibit A to ALPCO IP Security Agreement]

PATENT
REEL: 059625 FRAME: 0212

EXHIBIT B

Patents

<i>Title</i>	<i>Country</i>	<i>App. No./ Filing Date</i>	<i>Patent No./ Issue Date</i>	<i>Owner</i>	<i>Status</i>
Extraction Device	Canada	192934 February 10, 2020		American Laboratory Products Company, Ltd.	Pending
Extraction Device	European Community	07687652 February 10, 2020	007687652- 0001 2/10/2020	American Laboratory Products Company, Ltd.	Granted
Extraction Device	Japan	2020-002542 February 10, 2020		American Laboratory Products Company, Ltd.	Pending
Extraction Device And Related Method For Sampling Material	United States	62/884,499 August 8, 2019		American Laboratories Products Company, Ltd.	Expired
Extraction Device	United States	29/701,169 August 8, 2019	D940,893 01/11/2022	American Laboratory Products Company, Ltd.	Granted
Extraction Device And Related Method For Sampling Material	Canada	3,089,520 August 5, 2020		American Laboratory Products Company, Ltd.	Pending
Extraction Device And Related Method For Sampling Material	United States	16/986,791 August 6, 2020		American Laboratories Products Company, Ltd.	Pending
Extraction Device And Related Method For Sampling Material	European Community	20190022.2 August 7, 2020		American Laboratory Products Company, Ltd.	Pending

EXHIBIT C

Trademarks

<i>Trademark</i>	<i>Design</i>	<i>App. No. Filing Date</i>	<i>Reg. No. Reg. Date</i>	<i>Owner</i>	<i>Status and Class(es)</i>
SCIENTIFIC SOLUTIONS FOR LIFE		88/030,468 July 9, 2018	5,689,960 March 5, 2019	American Laboratory Products Company, Ltd.	Registered Classes 1 & 5
INHIBISCREEN		87/136,411 August 12, 2016	5,231,241 June 27, 2017	American Laboratory Products Company, Ltd.	Registered Class 1
STELLUX		85/982,127 May 28, 2013	2,581,561 August 5, 2014	American Laboratory Products Company, Ltd.	Registered Class 1
ALPCO		85/421,056 September 13, 2011	4,157,075 June 12, 2012	American Laboratory Products Company, Ltd.	Registered Classes 1 & 5
STELLUX		85/944,100 May 28, 2013	4,717,065 April 7, 2015	American Laboratory Products Company, Ltd.	Registered Class 5

[Exhibit C to ALPCO IP Security Agreement]