

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7803814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUOTIENT HOLDINGS FINANCE COMPANY LIMITED	02/16/2023
ALBA BIOSCIENCE LIMITED	02/16/2023
QBD (QS IP) LIMITED	02/16/2023
QUOTIENT SUISSE SA	02/16/2023
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Street Address:	ONE FEDERAL STREET
Internal Address:	10TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	10161942
Patent Number:	11332516
Patent Number:	10613102
Patent Number:	8030006
Application Number:	16959583
Application Number:	18004541
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>	
Email:	jonathan.bradford@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	PRUDENTIAL TOWER
Address Line 2:	800 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	118704-0001

NAME OF SUBMITTER:	JONATHAN BRADFORD
SIGNATURE:	/JONATHAN BRADFORD/
DATE SIGNED:	02/17/2023
Total Attachments: 8 source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page1.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page2.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page3.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page4.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page5.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page6.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page7.tif source=15. Quotient - Grant of Security Interest in Patents (EXECUTED)#page8.tif	

GRANT OF SECURITY INTEREST IN PATENTS

This GRANT OF SECURITY INTEREST IN PATENTS (“Agreement”) is dated as of February 16, 2023, by and among QUOTIENT HOLDINGS FINANCE COMPANY LIMITED, an exempted company incorporated under the laws of the Cayman Islands (the “Grantor”), ALBA BIOSCIENCE LIMITED, a limited company formed under the law of the Scotland with an address at Douglas Building, Pentlands Science Park Bush Loan, Penicuik Midlothian EH260PL United Kingdom (“Alba”), QBD (QS IP) LIMITED, a limited liability company incorporated under the laws of Jersey with an address at 28 Esplanade, St. Helier, JE2 3QA, Jersey, Channel Islands (“QBD”) and QUOTIENT SUISSE SA, a *société anonyme* (joint stock company) formed under the law of Switzerland with an address at Unit B1 Terre Bonne Business Park, Route de Crassier 13, 1262 Eysins, Switzerland (“Suisse”) from time to time party hereto (collectively, Grantor, Quotient, Alba, QBD and Suisse are “Grantors”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent having an address at One Federal Street, 10th Floor, Boston, Massachusetts 02110 for the Secured Parties (as defined below) (and its successors under the Indenture (as defined below), in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS pursuant to the terms, conditions and provisions of (a) an Indenture dated as of the date hereof (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), between the Grantors and U.S. Bank Trust Company, National Association as Trustee, the Grantors are issuing the Securities, which may be guaranteed on a senior secured basis by each of the Subsidiary Parties;

WHEREAS, pursuant to the terms of the Indenture, each of the Grantors have agreed to execute and deliver a Collateral Agreement dated as of the date hereof (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”) to, among other things, induce the Trustee to enter into the Indenture; and

WHEREAS, pursuant to the terms of the Collateral Agreement, each of the Grantors have agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, such Grantors’ rights, titles and interests in and to all present and future copyrights, patents, trademarks, and related licenses and rights for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, each of the Grantors are required to execute and deliver to the Collateral Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

II. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantors hereby grant to Collateral Agent, on the terms set forth in and subject to the Collateral Agreement, a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Grantors' rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral") and the Parties agree to have this Agreement registered in the United States Patent and Trademark Office and other respective patent offices:

A. all of its patent applications and patents set forth in Schedule I hereto (the "Patents"); and

B. all products and proceeds of the Patents, including any claim by such Grantors against third parties for past, present or future (i) infringement of any Patents or any Patents exclusively licensed under any intellectual property license, including the right to receive any damages, or (ii) or right to receive license fees, royalties and other compensation under any intellectual property license;

provided that the Patent Collateral shall in no event include any Excluded Assets.

III. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Patent Collateral by Grantors pursuant to this Agreement secures prompt payment to the Secured Parties of the Obligations. This Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

IV. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

V. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Collateral Agent to modify this Agreement by amending Schedule I to include any new patent rights of Grantors in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

VI. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The

illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

VII. BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, each of the Grantors shall not assign or delegate any of its rights or duties under this Agreement without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

VIII. CAPTIONS. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

IX. TERMINATION AND RELEASE. This Agreement shall terminate in accordance with the Collateral Agreement.

X. ENTIRE AGREEMENT. This Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Patent Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Patent Collateral.

XI. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

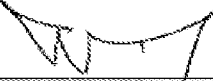
XII. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

XIII. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.**

[signature page follows]

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

QUOTIENT HOLDINGS FINANCE
COMPANY LIMITED

By: 
Name: Manuel O. Mendez
Title: Director

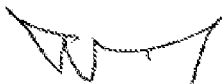
ALBA BIOSCIENCE LIMITED

By: 
Name: Ali Kiboro
Title: Director

QBD (QS IP) LIMITED

By: 
Name: Ali Kiboro
Title: Director

QUOTIENT SUISSE SA

By: 
Name: Manuel O. Mendez
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Collateral Agent
One Federal Street, 10th Floor
Boston, Massachusetts 02110

By: *Harold R. Bond*
Name: Harold R. Bond
Title: Vice President

[Signature Page to Grant of Security Interest in Patents]

PATENT
REEL: 062735 FRAME: 0057

Schedule 1
to
GRANT OF SECURITY INTEREST IN PATENTS

Assignee for QBD (QS IP) Limited

Title	Application No.	Grant and Expiration date
Detection Method (Crossmatching)	Application Nos. 15705367.9 (EU); 15/117035 (US); 2015213838 (Australia); 2,938,935 (Canada); 2016- 568143 (Japan) Filed: 02/6/2015	Australia Patent No 2015213838 Issued: 05/13/2021 Expires: 02/06/2035 Canada Patent (in progress) EU Patent validated in France, Germany, Italy, Spain and the United Kingdom Patent No 3102953 Issued: 03/25/2020 Expires: 02/06/2035 Japan Patent No 6708558 Issued: 06/10/2020 Expires: 02/06/2035 U.S. Patent No US 10,161,942 Issued: 12/25/2018 Expires: 07/04/2035
Purification Method (Polyclonal Process)	Application Nos. 2016359076 (Australia); 3006415 (Canada); 16805206.6 (European Patent Office); 2018- 546772 (Japan); 15/779391 (United States of America) Filed: 11/25/2016	U.S. Patent No 11332516 Issued: 11/25/2016 Status of Australia, Canada, European Patent Office and Japan: under examination
Red Blood Cell Detection (Control method: red cell addition control)	Application Nos. 15708033.4 (EU); 15/119291 (US); 2015220566 (Australia); 2016-553606 (Japan); 2,939,789 (Canada)	Australia Patent No 2015220566 Issued: 01/28/2021 Expires: 02/20/2035

	Filed: 02/21/2015	Canada Patent No 2939789 Issued: 11/15/2022 Expires: 02/20/2035 EU Patent (under examination) Japan Patent No 6966197 Issued: 10/25/2021 Expires: 02/20/2035 U.S. Patent No US 10,613,102 Issued: 04/07/2020 Expires: 05/17/2035
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Assignee for Alba Bioscience Limited

Title	Application No.	Grant and Expiration date
Blood Typing (AKA Direct Antiglobulin Testing/DAT) Inventors: Janine Robb, Linda K. Knowles, and Juraj Petrik	Application Nos. 2007298839 (Australia); 2664055 (Canada); 0 7804300.7 (European Patent Office); 209-528779 (Japan); 12441784 (United States of America) Filed: 09/16/2007	U.S. Patent No. 8,030,006 Issued: 10/04/2011 Expires: 09/16/2027 EU Patent No 2062055 Issued: 04/11/2012 Expires: 09/16/2027 EU Patent validated in France, Germany, Italy, Spain and the United Kingdom Japan Patent No 5050058 Issued: 07/27/2012 Expires: 09/16/2027 Canada Patent No 2,664,055 Issued: 06/30/2015 Expires: 09/16/2027

		Australia Patent No 2007298839 Issued: 05/02/2013 Expires: 09/16/2027
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Assignee for Quotient Suisse SA

Title	Application No.	Grant and Expiration date
Self-Assembling Diagnostic Array Platform	Application Nos. 16/959,583 (US national phase); 2018400335 (Australia national phase); 3,087,624 (Canadian national phase); 201880090642.1 (Chinese national phase); 202091646 (Eurasian regional phase); 18825686.1 (European Patent Application regional phase); 2020-557384 (Japan national phase) Filed: 12/19/2018	Status: filed Status of European Patent Application regional phase: withdrawal in progress
Blocking Method	Application Nos. PCT/EP2021/06922 (PCT); 3185225 (CA); CN awaiting number; 21745942.9 (EP); RU awaiting number; 18/004541 (US) Filed: 10/23/2020	Status: filed
Analysis System and Method (Grading Rule Engine - Unique Parameterization)	Application No. PCT/EP2021/077938 (PCT) Filed: 10/08/2021	Status: pending