

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8089181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ABIONIC SA	07/24/2023
RECEIVING PARTY DATA	
Name:	MARCEL SÉVERIN
Street Address:	OBERBLATTSTRASSE 6C
City:	WOLLERAU
State/Country:	SWITZERLAND
Postal Code:	8032
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9547004
Patent Number:	9989526
Patent Number:	10166540
Patent Number:	10434508
Application Number:	18251321
CORRESPONDENCE DATA	
Fax Number:	(317)713-3699
<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:	317-713-3500
Email:	docket-clearance-ip@taftlaw.com
Correspondent Name:	TAFT STETTINIUS & HOLLISTER LLP
Address Line 1:	ONE INDIANA SQUARE
Address Line 2:	SUITE 3500
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	ABRE-00001
NAME OF SUBMITTER:	CHERYL L. MARLEY
SIGNATURE:	/Cheryl L. Marley/
DATE SIGNED:	08/01/2023
Total Attachments: 8	

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PATENT PLEDGE AGREEMENT

dated 24 July 2023

by and between

Abionic SA with address at Biopôle, Route de la Corniche 5, CH-1066 Epalinges, Switzerland
(hereinafter referred to as "**Pledgor**") ; and

Marcel Séverin, with address at Oberblattstrasse 6C, 8032 Wollerau, Switzerland (hereinafter referred to
as "**Pledgee**").

regarding

the pledge of patents and patent applications of the Pledgor.

RECITALS

(A) The Pledgee as lender and the Pledgor as borrower have entered into a certain « Contrat de Prêt Convertible » dated June 27, 2023 (the "**Convertible Loan Agreement**").

(B) The Pledgor has agreed to pledge the Patents (as defined herein) to the Pledgee as security for the claims of the Pledgee under the Convertible Loan Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1.

DEFINITIONS AND INTERPRETATION

1.1

Definitions

Unless defined otherwise herein, terms and expressions used herein shall have the meaning ascribed to them in the Convertible Loan Agreement. In this Agreement:



"**Patents**" collectively means the patents, patent families and patent applications owned and/or filed by the Pledgor which are listed in the Annex hereto.

"**Pledge**" means a pledge pursuant to Art. 899 et seq. of the Swiss Federal Civil Code over the **Patents** in accordance with the terms of this Agreement.

1.2

Interpretation

In this Agreement references to any person include a reference to any individual, firm, company, corporation or other body (whether or not having separate legal personality), as well to any of its successors, permitted assignees and transferees.

2.

PLEDGE

2.1

Undertaking to Pledge

The Pledgor undertakes (i) to pledge to the Pledgee all the **Patents** (ii) to effect this Pledge on and as from the date hereof, which the Pledgee accepts.

2.2

Effecting of the Pledge

For the purposes of effecting the Pledge under Clause 2.1 the Pledgor hereby pledges effective on and as from the date hereof all the **Patents** as a security to the Pledgee and the Pledgee accepts such Pledge.

2.3

Appointment of patent agent(s)

The Pledgor and the Pledgee agree to appoint patent agents as necessary in order to record and register the Pledge of the **Patents** with the relevant patent offices worldwide and to take all necessary legal and administrative steps for that purpose. Furthermore the Pledgor and the Pledgee shall complete such formalities and sign such documents as by any such patent agents may request for the purposes of completing the recordal of the Pledges.

3.

CONFIDENTIALITY

The parties agree to keep the terms and conditions of this Agreement confidential, except that nothing shall prevent duly appointed patent agents from disclosing such information to patent offices or other state agencies as may be necessary for the purposes of this agreement.

Each party shall refrain from disclosing confidential information relating to the other party.



4.
NOTICES

Notices under this Agreement shall be in writing and be sent to the following addresses:

If to the Pledgee:

Marcel Séverin, c/o MSC administration, Chemin des Moines 4, 1095 Lutry, Switzerland.
Email: melanie.fvo@bluewin.ch

or to such other address notified in accordance with this provision.

If to the Pledgor:

Abionic SA, Biopôle, Route de la Corniche 5, CH 1066 Epalinges, Switzerland
Email: nicolas.durand@abionic.com

or to such other address notified in accordance with this provision.

5.
EXPENSES

All costs relating to the recordal and registrations of the **Pledge** including patent agents' fees shall be borne by the **Pledgee**.

6.
SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. The illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable provision which approximates as closely as possible to the economic purpose of the illegal, invalid or unenforceable provision. The same shall apply mutatis mutandis in case of omissions.

7.
MAINTENANCE OF PATENTS

Pledgor shall maintain the Patents at its own cost.

8.

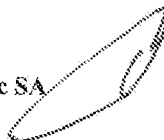
LAW AND JURISDICTION

This Agreement shall in all respects be governed by and construed in accordance with the substantive laws of Switzerland.

Each Party submits to the exclusive jurisdiction of the ordinary courts of the Canton of Vaud, Switzerland and the Swiss Federal Court.

IN WITNESS WHEREOF the parties have executed this Agreement in two copies on the dates written below.

Abionic SA



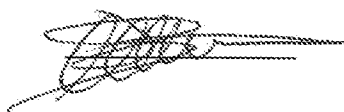
Dr. Nicolas Durand, CEO

SIGNATORIES



Dr. Iwan Märki, CTO

Marcel Séverin

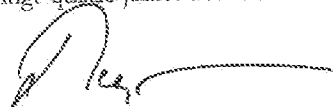


Légalisation N° 728.-

La soussignée **Lactitia Reymond**, notaire à La Sarraz, certifie l'authenticité des signatures apposées en page quatre du présent document par M. **Nicolas Durand** et M. **Iwan Märki**, au nom de **Abionic SA**, à Epalinges, qu'ils engagent valablement chacun par leur signature individuelle, ainsi que de la signature de M. **Marcel Séverin**.

Identités justifiées par pièce officielle; signatures vérifiées par comparaison.

La Sarraz, le vingt-quatre juillet deux mille vingt-trois.





ANNEX (list of Patents)

Title	Patent agent	Inventors	Patent agent reference	Country	EPC validations	Priority Date	Filing date	Application No.	Publication/Patent No.	Status
"Rapid quantification of biomolecules in a selectively functionalised nanofluidic biosensor and method thereof"	André Roland	NDU, IMA, SBR, AMA, TLA	P2238PC00	PCT (WO)		09.03.2011	08.03.2011	PCT/H8.2011/050979	N/A	ABANDONED (PROVISIONAL FILING)
				PCT (WO)		09.03.2011	08.02.2012	PCT/H8.2012/050527	WO 2012/120387 A1	PCT PROCEDURE CLOSED
				Brazil (BR)		09.03.2011	06.02.2012	11.2013.027952-7	BR 11 2013 027952-7	GRANTED
				Canada (CA)		09.03.2011	06.02.2012	2.839.138	CA 2822178	GRANTED
				China (CN)		09.03.2011	06.02.2012	20128012408.X	CN 103512795	GRANTED
				USA (US)		09.03.2011	06.02.2012	14/063.777	US 9,547,004 B2	GRANTED
					Austria (AT)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Belgium (BE)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					France (FR)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Germany (DE)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Italy (IT)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Portugal (PT)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Spain (ES)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Sweden (SE)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					Switzerland & Liechtenstein (CH/AT)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
P2238EP00	Europe (EP)				The Netherlands (NL)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
				Japan (JP)	Turkey (TR)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
					United Kingdom (GB)	09.03.2011	06.02.2012	22711449.4	EP 2684027	GRANTED
						09.03.2011	06.02.2012	2013-557189	JP 6130306	GRANTED
				Australia (AU)		09.03.2011	06.02.2012	2012226463	AU 2012226463 B2	GRANTED
				Hong Kong (HK)		09.03.2011	27.01.2014	14100834.4	HK 1187982	GRANTED

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Title	Patent agent	Inventors	Patent agent reference	Country	EPC validations	Priority Date	Filing date	Application No.	Publication/Patent No.	Status
"Method and device for bioassays"	Katzarov	NDU, IMA, SBR, AMA	50265/EP	Europe (EP)		17.07.2013	07.07.2014	13176794.9	N/A	ABANDONED (PROVISIONAL PRIORITY)
				PCT (WO)		17.07.2013	07.07.2014	PCT/EP2014/064482	WO 2015/100759 A1	PCT PROCEEDURE CLOSED
					Austria (AT)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Belgium (BE)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					France (FR)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Germany (DE)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Italy (IT)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Portugal (PT)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Spain (ES)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Sweden (SE)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Switzerland & Liechtenstein (CH/LI)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					The Netherlands (NL)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					Turkey (TR)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					United Kingdom (GB)	17.07.2013	07.07.2014	13757223.9	EP 3021968	GRANTED
					USA (US)	17.07.2013	07.07.2014	147905063	US 9,189,526 B2	GRANTED
"Gas evacuation system for nanofluidic biosensor"	André Roland	NDU, IMA, MGE	P2658EP00	Hong Kong (HK)		17.07.2013	27.06.2016	16107438.7	HK 1219456	ABANDONED (PROVISIONAL PRIORITY)
				PCT (WO)		13.12.2013	13.12.2013	PCT/JP2013/060935	N/A	
				PCT (WO)		13.12.2013	17.11.2014	PCT/JP2014/2066102	WO 2015/087778 A1	PCT PROCEEDURE CLOSED
				Brazil (BR)		13.12.2013	17.11.2014	11.2016.013252-1	BR 11.2016.013252-1	GRANTED
				Canada (CA)		13.12.2013	17.11.2014	2.932.577	CA 2932577	GRANTED
				China (CN)		13.12.2013	17.11.2014	201480168120.9	CN 105874320	GRANTED
				USA (US)		13.12.2013	17.11.2014	15.1503.266	US 10,156,540 B2	GRANTED
					Austria (AT)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Belgium (BE)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					France (FR)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Germany (DE)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Italy (IT)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Portugal (PT)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Spain (ES)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Sweden (SE)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
			P2658EP00	Europe (EP)		13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Switzerland & Liechtenstein (CH/LI)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					The Netherlands (NL)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Turkey (TR)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					United Kingdom (GB)	13.12.2013	17.11.2014	14821282.2	EP 3080589	GRANTED
					Japan (JP)	13.12.2013	17.11.2014	2016-558438	JP 2017-055448	GRANTED
				Australia (AU)		13.12.2013	17.11.2014	2014363071	AU 2014363071	GRANTED
				Hong Kong (HK)		13.12.2013	20.01.2017	17100733.3	HK 1227104	GRANTED
						13.12.2013				
						13.12.2013				





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Title	Patent agent	Inventors	Patent agent reference	Country	EPC validations	Priority Date	Filing date	Application No.	Publication/Patent No.	Status
"Capsule for rapid molecular quantification of a fluid sample such as whole blood"	André Roland	NDU, IMA, ICA	P2758PCJP / 671-5	PCT (WO)		03.07.2014	03.07.2014	PCT/IB2014/06281B	N/A	ABANDONED (PROVISIONAL FILING)
			P2758PC00	PCT (WO)		03.07.2014	23.06.2015	PCT/IB2015/054735	WO 2016/001795 A1	PCT PROCEDURE CLOSED
				Brazil (BR)		03.07.2014	23.06.2015	11 2017 000049-0	BR 11 2017 000249-0	PENDING
				Canada (CA)		03.07.2014	23.06.2015	2-953,755	CA 2983755	GRANTED
				China (CN)		03.07.2014	23.06.2015	201580036377.7	CN 106573240 B	GRANTED
				USA (US)		03.07.2014	23.06.2015	15/371,193	US 10,434,508 B2	GRANTED
				Europe (EP)		03.07.2014	23.06.2015	15/24,233.3	EP 15747539	PENDING
			P2758PC00	Japan (JP)		03.07.2014	23.06.2015	2017-520730	JP 2020196521	GRANTED
				Australia (AU)		03.07.2014	23.06.2015	2015283589	AU 2015283589	GRANTED
				Hong Kong (HK)		03.07.2014	19.05.2017	1710511A.1	HK 1231432	GRANTED
"Method for assessing the severity of SARS"	André Roland	NDU, IMA, François Ventura	P3575PC00 / 0671-014	PCT (WO)		03.11.2020	03.11.2020	PCT/IB2020/06033.2	WO 2022/094916 A1	PCT PROCEDURE CLOSED
			P3575PC00	Europe (EP)		03.11.2020	03.11.2020	20620533.7	YET TO BE PUBLISHED	PENDING
				USA (US)		03.11.2020	03.11.2020		YET TO BE PUBLISHED	PENDING
				China (CN)		03.11.2020	03.11.2020		YET TO BE PUBLISHED	PENDING
				Canada (CA)		03.11.2020	03.11.2020	3 198 461	CA 3196464	PENDING
				Brazil (BR)		03.11.2020	03.11.2020		YET TO BE PUBLISHED	PENDING
				Japan (JP)		03.11.2020	03.11.2020		YET TO BE PUBLISHED	PENDING
				Australia (AU)		03.11.2020	03.11.2020	2020475845	AU 2020475845	PENDING
						25.11.2021	25.11.2021		WO 2023/094862 A1	PCT PROCEDURE PENDING
			P367APC00 / 0671-015	PCT (WO)		25.11.2021	25.11.2021	PCT/IB2021/050388		
"Method for the management of antibiotic administration"	André Roland	NDU, IMA, RBE, PVA, François Ventura								

RECORDED: 08/01/2023

PATENT
REEL: 064449 FRAME: 0967