

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT11280

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COVARIS, LLC	02/07/2024
RECEIVING PARTY DATA	
Company Name:	BLUE OWL CAPITAL CORPORATION
Street Address:	399 Park Avenue, 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 50	
Property Type	Number
Patent Number:	7328628
Patent Number:	7677120
Patent Number:	7687039
Patent Number:	7757561
Patent Number:	7811525
Patent Number:	8331196
Patent Number:	8353619
Patent Number:	8409801
Patent Number:	8702836
Patent Number:	8709359
Patent Number:	8991259
Patent Number:	8999704
Patent Number:	9080167
Patent Number:	9082393
Patent Number:	9103755
Patent Number:	9108194
Patent Number:	9126177
Patent Number:	9267867
Patent Number:	9274028
Patent Number:	9320995

PATENT

Property Type	Number
Patent Number:	9335237
Patent Number:	9358543
Patent Number:	9486756
Patent Number:	9606031
Patent Number:	9776149
Patent Number:	9786266
Patent Number:	9790485
Patent Number:	9918694
Patent Number:	10058860
Patent Number:	10093955
Patent Number:	10168258
Patent Number:	10280395
Patent Number:	10398843
Patent Number:	10436681
Patent Number:	10473566
Patent Number:	10549213
Patent Number:	10781439
Patent Number:	10858691
Patent Number:	11092521
Patent Number:	11215622
Patent Number:	11579143
Patent Number:	11648564
Patent Number:	11786903
Patent Number:	8459121
Patent Number:	10858644
Application Number:	63499280
Application Number:	63450209
Application Number:	18363973
Application Number:	63452269
Application Number:	17699330

CORRESPONDENCE DATA

Fax Number: 6175269600

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: 617-526-9899

Email: DOCKETINGBIOPATENTBOSTON@PROSKAUER.COM,MEKHAML@PROSKAUER.COM

Correspondent Name: Megan Ekhaml

Address Line 1: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	56013.106
NAME OF SUBMITTER:	Megan Ekhaml
SIGNATURE:	Megan Ekhaml
DATE SIGNED:	02/07/2024

Total Attachments: 8

source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page1.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page2.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page3.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page4.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page5.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page6.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page7.tif
source=20240207 Covaris_ LLC - Patent Security Agreement Executed#page8.tif

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 7, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entity identified as the GRANTOR on the signature pages hereto (the “**Grantor**”) in favor of Blue Owl Capital Corporation, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of March 13, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all United States issued and applied for Patents, including those listed on Schedule A hereto,
- (ii) all reissues, reexaminations, continuations, divisionals, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,
- (iii) all rights to sue or otherwise recover for any past, present and future infringement, violation or other impairment thereof, and
- (iv) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or other violations or impairments thereof, and
- (v) all rights corresponding thereto throughout the world;

provided that the Patent Collateral shall not include any Excluded Assets.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor, and at the Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6 GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

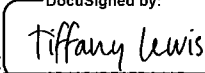
SECTION 7. COUNTERPARTS

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

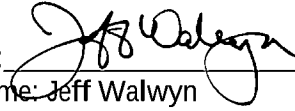
COVARIS, LLC, as the GRANTOR

DocuSigned by:
By: 
Name: Tiffany Lewis
Title: Chief People Officer

ACCEPTED AND ACKNOWLEDGED BY:

BLUE OWL CAPITAL CORPORATION, as
Administrative Agent

By: Blue Owl Credit Advisors LLC, its
Collateral Manager

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT
to
PATENTS

Jurisdiction	Patent Number	Patent Title	Date Filed	Date Issued	Owner
United States	7,328,628	Apparatus and methods for sample preparation	12/2/2004	2/12/2008	Covaris, LLC
United States	7,677,120	Apparatus for sample preparation	12/31/2007	3/16/2010	Covaris, LLC
United States	7,687,039	Methods and systems for modulating acoustic energy delivery	12/5/2005	3/30/2010	Covaris, LLC
United States	7,757,561	Methods and systems for processing samples using acoustic energy	8/1/2006	7/20/2010	Covaris, LLC
United States	7,811,525	Methods and systems for modulating acoustic energy delivery	6/17/2009	10/12/2010	Covaris, LLC
United States	8,331,196	System and method for controlling an acoustic transducer	4/7/2010	12/11/2012	Covaris, LLC
United States	8,353,619	Methods and apparatus for treating samples with acoustic energy	8/1/2007	1/15/2013	Covaris, LLC
United States	8,409,801	Method and apparatus for material separation using acoustic energy	2/2/2010	4/2/2013	Covaris, LLC
United States	8,459,121	Method and system for acoustically treating material	10/28/2010	6/11/2013	Covaris, LLC
United States	8,702,836	Methods and apparatus for treating samples with acoustic energy to form particles and particulates	11/20/2007	4/22/2014	Covaris, LLC
United States	8,709,359	Sample holder and method for treating sample material	1/5/2011	4/29/2014	Covaris, LLC
United States	8,991,259	Method and system for acoustically treating material	5/10/2013	3/31/2015	Covaris, LLC
United States	8,999,704	Method and apparatus for headspace control in acoustic processing of samples	7/20/2011	4/7/2015	Covaris, LLC
United States	9,080,167	System and method for processing paraffin embedded samples	11/16/2012	7/14/2015	Covaris, LLC
United States	9,082,393	Acoustic treatment vessel and method for acoustic treatment	3/16/2012	7/14/2015	Covaris, LLC

Jurisdiction	Patent Number	Patent Title	Date Filed	Date Issued	Owner
United States	9,103,755	Sample holder and method for fragmenting sample material	11/20/2012	8/11/2015	Covaris, LLC
United States	9,108,194	Method and apparatus for fragmenting nucleic acids	9/23/2011	8/18/2015	Covaris, LLC
United States	9,126,177	Method and system for acoustically treating material	5/10/2013	9/8/2015	Covaris, LLC
United States	9,267,867	Method and apparatus for treatment enhancement in acoustic processing of samples	6/23/2009	2/23/2016	Covaris, LLC
United States	9,274,028	Sample holder with plunger and method for expelling sample	11/29/2012	3/1/2016	Covaris, LLC
United States	9,320,995	Method and apparatus for processing sample material	9/17/2013	4/26/2016	Covaris, LLC
United States	9,335,237	Systems and methods for acoustically processing tissue samples	6/6/2013	5/10/2016	Covaris, LLC
United States	9,358,543	Vessel holder and cap assembly	11/6/2014	6/7/2016	Covaris, LLC
United States	9,486,756	Method and apparatus for shearing of genomic material using acoustic processing	11/6/2014	11/8/2016	Covaris, LLC
United States	9,606,031	Systems and methods for transfer and processing of biological samples	7/23/2014	3/28/2017	Covaris, LLC
United States	9,776,149	Compositions and methods for preparing nanoformulations and systems for nano-delivery using focused acoustics	12/21/2012	10/3/2017	Covaris, LLC
United States	9,786,266	Method and system for acoustically treating material	12/10/2013	10/10/2017	Covaris, LLC
United States	9,790,485	Method and apparatus for headspace control in acoustic processing of samples	2/27/2015	10/17/2017	Covaris, LLC
United States	9,918,694	Acoustic treatment vessel and method for acoustic treatment	6/9/2015	3/20/2018	Covaris, LLC
United States	10,058,860	Methods and apparatuses for acoustic treatment of samples	8/4/2015	8/28/2018	Covaris, LLC
United States	10,093,955	Acoustic energy mediation of genetic fragmentation	10/13/2015	10/9/2018	Covaris, LLC
United States	10,168,258	Sample holder for acoustic treatment	4/6/2017	1/1/2019	Covaris, LLC
United States	10,280,395	Acoustic energy treatment using phase change couplant	12/16/2015	5/7/2019	Covaris, LLC

Jurisdiction	Patent Number	Patent Title	Date Filed	Date Issued	Owner
United States	10,398,843	Apparatus and method for acoustic treatment and delivery of samples for medical treatment	10/15/2014	9/3/2019	Covaris, LLC
United States	10,436,681	Methods and apparatus for temperature control of acoustic treatment of samples	1/11/2017	10/8/2019	Covaris, LLC
United States	10,473,566	Blood sampling, storage and treatment apparatus	10/7/2016	11/12/2019	Covaris, LLC
United States	10,549,213	Acoustic energy-based control of particle count in crystallization	2/22/2018	2/4/2020	Covaris, LLC
United States	10,781,439	Extraction of cfDNA from biological samples	3/30/2017	9/22/2020	Covaris, LLC
United States	10,858,644	Methods and apparatuses for processing blood and other biological samples	10/11/2017	12/8/2020	Covaris, LLC
United States	10,858,691	Differential shearing of nucleic acids	4/17/2018	12/8/2020	Covaris, LLC
United States	11,092,521	Method and system for acoustically treating material	8/20/2014	8/17/2021	Covaris, LLC
United States	9,267,867	Method and Apparatus for Treatment Enhancement in Acoustic Processing of Samples	6/23/2009	2/23/2016	Covaris, LLC
United States	11,215,622	Generation of CFDNA reference material	1/23/2018	1/4/2022	Covaris, LLC
United States	11,579,143	Acoustic based cell separation	5/22/2019	2/14/2023	Covaris, LLC
United States	11,648,564	Well plate drier and cover	1/31/2019	5/16/2023	Covaris, LLC
United States	11,786,903	Multi-component sample holder	3/11/2021	10/17/2023	Covaris, LLC

PATENT APPLICATIONS

Jurisdiction	Application Number	Patent Title	Date Filed	Owner
United States	63/499280	Sample holder with conduit for receiving a sample	5/1/2023	Covaris, LLC
United States	63/450209	Sample holder shuttle	3/6/2023	Covaris, LLC
United States	18/363973	Sample holder with conduit for receiving a sample	8/2/2023	Covaris, LLC
United States	63/452269	Sample holder with conduit for receiving a sample	3/15/2023	Covaris, LLC
United States	17/699330	Protein and metabolite enrichment using focused acoustic energy	3/21/2022	Covaris, LLC