

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI140629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Singulex, Inc.	07/29/2019
RECEIVING PARTY DATA	
Company Name:	Novilux LLC
Street Address:	1100 Madison Ave. N.
City:	Bainbridge Island
State/Country:	WASHINGTON
Postal Code:	98110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8462339
CORRESPONDENCE DATA	
Fax Number:	3129130002
<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:	3129130001
Email:	docketing@mbhb.com,lobato@mbhb.com
Correspondent Name:	Liliana Lobato
Address Line 1:	McDonnell Boehnen Hulbert & Berghoff LLP
Address Line 2:	300 S. Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	09-1007-US-DIV2
NAME OF SUBMITTER:	Liliana Lobato
SIGNATURE:	Liliana Lobato
DATE SIGNED:	04/03/2024
Total Attachments: 13	
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ASSIGNMENT OF PATENTS

July 29, 2019

WHEREAS, Singulex, Inc., a Delaware corporation ("Debtor"), with its principal place of business located at 1701 Harbor Bay Parkway, #200, Alameda, CA 94502, is the owner of the entire right, title and interest in and to the Patents and Patent Applications (as defined below);

WHEREAS, Debtor is indebted to Fisk Ventures, LLC, a Delaware limited liability company ("Secured Party"), which holds security interests in substantially all of Debtor's personal property, including the Patents and Patent Applications;

WHEREAS, Debtor is currently in default of its obligations to Secured Party pursuant to the terms of a Credit Agreement and Guaranty, dated as of March 30, 2017 (as amended, supplemented, and/or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Secured Party is entitled to exercise its remedies under the Loan Documents (as defined in the Credit Agreement) and applicable law, including the Uniform Commercial Code as presently enacted in the State of New York (including, to the extent applicable to the transactions contemplated herein, the Uniform Commercial Code as enacted in any other state, the "Code"; terms used herein and defined in Section 9-101 of the Code shall have the meanings ascribed to such terms therein);

WHEREAS, Secured Party conducted a public foreclosure sale (the "Foreclosure Sale"), credit bid certain of the obligations owing to Secured Party under the Credit Agreement at the Foreclosure Sale, and was declared the successful bidder at the Foreclosure Sale;

WHEREAS, Secured Party designated its subsidiary, Novilux, LLC, a Delaware limited liability company having a principal place of business at c/o Fisk Ventures, LLC, 555 Main St., Suite 500, Racine WI 53403 ("Purchaser") to take title to the Patents and Patent Applications and certain other assets (collectively, the "Transferred Assets") by and pursuant to that certain Secured Party Bill of Sale and Transfer Statement, dated as of July 29, 2019, by and among Secured Party, Debtor, and Purchaser (the "Bill of Sale"); and

WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the Bill of Sale.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the purchase price paid by Purchaser, the receipt and sufficiency of which is hereby acknowledged, Secured Party, through the Foreclosure Sale, does hereby sell, assign, transfer and set over unto Purchaser, its successors and assigns, Debtor's entire right, title and interest in and to all patents and patent applications of Debtor, including without limitation those listed on Schedule A hereto, and any continuation, divisional, continuations-in-part, reissues, extensions, re-examinations or substitutions relating thereto, and any foreign applications based in whole thereon or claiming the benefit thereof; and any United States or foreign patents issued on any of the foregoing; all file histories and physical and electronic documentation, including, without limitation, all invention disclosures, prosecution papers, notes, drawings, reports, flow charts, instructions, manuals, notebooks and memoranda,

that directly relate to such patents or patent applications (the foregoing, collectively, the "Patents and Patent Applications"), the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Debtor, if this assignment and sale had not been made; together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Patents and Patent Applications, claims for damages by reason of past, present or future infringement of said patents or for past, present or future royalties or other compensation for such use, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, Secured Party does hereby authorize and request competent authorities to issue any Letters Patent as shall be granted upon said patent applications to Purchaser and its successors and assigns.

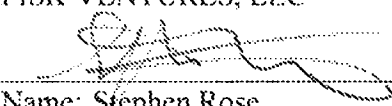
The Transferred Assets are being sold "as is and where is" and Secured Party makes no, and hereby disclaims any, representation or warranty to Purchaser with respect to the Transferred Assets or the transactions contemplated hereby, including without limitation any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like which by operation of law would otherwise accompany a voluntary disposition of the Transferred Assets. Without limiting the generality of the foregoing, Secured Party makes no representation or warranty, express or implied, as to the validity or utility of the Transferred Assets, title to the Transferred Assets, whether the sale will be free and clear of liens and security interests (other than the security interests of Secured Party), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether transfer documentation executed by Secured Party is sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the Intellectual Property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Any and all costs associated with transferring title to, assigning, perfecting, recording, maintaining, renewing, defending, enforcing, or registering Intellectual Property domestically or in a foreign jurisdiction, including without limitation costs of legalizing and/or translating documents, legal fees, and patent office, trademark office, or other governmental fees, are solely the responsibility of the Purchaser. Further, there is no warranty as to the existence, location or condition of any tangible assets constituting Transferred Assets. Certain equipment and other tangible Transferred Assets of Debtor may be held by or under the control of third parties, and Secured Party makes no, and disclaims any, representation or warranty of any kind as to the title to, lien priority with respect to, or the accessibility of such Transferred Assets.

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IN WITNESS WHEREOF, Secured Party has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

SECURED PARTY: FISK VENTURES, LLC

By:


Name: Stephen Rose

Title: Managing Director

State of _____)
County of _____) ss

On this _____ day of July, 2019, before me appeared Stephen Rose to me personally known who, being duly sworn, did depose and say that he is the Managing Director of FISK VENTURES, LLC, a Delaware limited liability company, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said Stephen Rose acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.

Notary Public

My Commission Expires: _____

*See attached
9/27/19*

[Signature Page to Assignment of Patents]

CALIFORNIA JURAT WITH AFFIANT STATEMENT

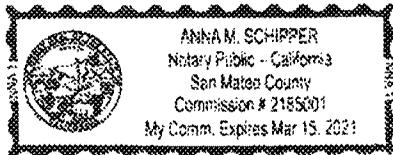
GOVERNMENT CODE § 8202

- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me

on this 29th day of July, 2019,
by _____
Date Month Year(1) Stephen Rose

(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Assignment of Patent Document Date: July 29, 2019Number of Pages: 10 Signer(s) Other Than Named Above: _____

The undersigned hereby acknowledges and consents and agrees to the assignment and conveyance of the Patents and Patent Applications pursuant to this Assignment of Patents.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

DEBTOR: SINGULEX, INC.

By:


Name: Jeff Rona
Title: Chief Financial Officer

State of _____)
County of _____) ss

On this _____ day of July, 2019, before me appeared Jeff Rona, to me personally known who, being duly sworn, did depose and say that he is the Chief Financial Officer of SINGULEX, INC., the Delaware corporation named in and which executed the foregoing instrument and that said instrument was signed on behalf of said Delaware corporation and said Jeff Rona acknowledged said instrument to be the free and authorized act and deed of said Delaware corporation.

Notary Public
My Commission Expires: _____

*See attached
9/20/19*

[Signature Page to Assignment of Patents]

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

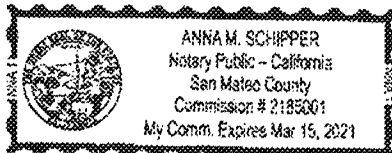
- ☐ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

[Large handwritten X mark]

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me

on this 29th day of July, 2019
by Date Month Year(1) Tell Hona(and (2) X),
*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature [Signature]
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

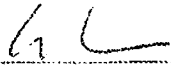
Description of Attached DocumentTitle or Type of Document: Assignment of Patents Document Date: July 29, 2019Number of Pages: 10 Signer(s) Other Than Named Above: _____

The undersigned hereby acknowledges and consents and agrees to the assignment and conveyance of the Patents and Patent Applications pursuant to this Assignment of Patents.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

DEBTOR: SINGULEX, INC.

By:



Name: Guido Baechler

Title: Director and Chief Executive Officer

[Signature Page to Assignment of Patents]

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

[SEE ATTACHED]

SINGULEX, INC.
PATENTS AND PATENT APPLICATIONS

Issued Patents:

Technology	Patent	Patent Number	Year of Issue	Jarisdiction
Clarity	1. Scanning Analyzer for Single Molecule Detection and Methods of Use	2008352940	2014	AU
	2. Scanning Analyzer for Single Molecule Detection and Methods of Use	ZL201310484661.1	2017	CN
	3. Scanning Analyzer for Single Molecule Detection and Methods of Use	ZL200880127122.X	2013	CN
	4. Scanning Analyzer for Single Molecule Detection and Methods of Use	1192318B	2018	HK
	5. Scanning Analyzer for Single Molecule Detection and Methods of Use	HK1152988	2014	HK
	6. Scanning Analyzer for Single Molecule Detection and Use Method of the Same	6100229	2017	JP
	7. Scanning Analyzer for Single Molecule Detection and Methods of Use	6456990	2018	JP
	8. Optical Scanning Analyser for Single Molecule Detection	2456063	2010	GB
	9. Scanning Analyzer for Single Molecule Detection and Methods of Use	2470847	2012	GB
	10. Scanning Analyzer for Single Molecule Detection and Methods of Use	2485729	2012	GB
	11. Scanning Analyzer for Single Molecule Detection and Methods of Use	7914734	2011	US
	12. Scanning Analyzer for Single Molecule Detection and Methods of Use	8917392	2014	US
	13. Scanning Analyzer for Single Molecule Detection and Methods of Use	8634075	2014	US
	14. Scanning Analyzer for Single Molecule Detection and Methods of Use	9239284	2015	US

Technology	Patent	Patent Number	Year of Issue	Jurisdiction
	15. Scanning Analyzer for Single Molecule Detection and Methods of Use	10107752	2018	US
	16. Scanning Analyzer for Single Molecule Detection and Methods of Use	8264684	2012	US
	17. Scanning Analyzer for Single Molecule Detection and Methods of Use	8462339	2013	US
	18. Scanning Analyzer for Single Molecule Detection and Methods of Use	316766	2019	IN
Erenna	19. Methods and Compositions for Highly Sensitive Analysis of Markers and Detection of Molecules	2013219225	2015	AU
	20. Methods and Compositions for Highly Sensitive Analysis of Markers and Detection of Molecules	2648382	2016	CA
	21. Methods and Compositions for Highly Sensitive Analysis of Markers and Detection of Molecules	ZL200780016213.1	2014	CN
	22. Method and Composition for High-Sensitivity Marker Analysis and Molecule Detection	6001028	2016	JP
	23. Method For Highly Sensitive Detection of Single Protein Molecules Labeled With Fluorescent Moieties	7572640	2009	US
	24. Method of analysis for determining a specific protein in blood samples using fluorescence spectrometry	9040305	2015	US
	25. Methods and Compositions for Highly Sensitive Detection of Molecules	8685711	2014	US
	26. Methods and Compositions for Highly Sensitive Detection of Molecules	9063131	2015	US
	27. Methods and Compositions for Highly Sensitive Detection of Molecules	9823194	2017	US
Biomarker Combination Panels	28. Highly Sensitive Biomarker Panels	5678045	2015	JP
	29. Highly Sensitive Biomarker Panels	8450069	2013	US
	30. Highly Sensitive Biomarker Panels	9068991	2015	US

Technology	Patent	Patent Number	Year of Issue	Jurisdiction
Troponin	31. Highly Sensitive System and Method for Analysis of Troponin	2014200749	2016	AU
	32. Highly Sensitive System and Methods for Analysis of Troponin	2007233320	2014	AU
	33. Highly Sensitive System and Method for Analysis of Troponin	ZL201310191502.2	2019	CN
	34. Highly Sensitive System and Methods for Analysis of Troponin	ZL200780015772.0	2013	CN
	35. Highly Sensitive System and Method for Analysis of Troponin	2386858	2015	EP
	36. Highly Sensitive System and Method for Analysis of Troponin	3168618	2017	EP
	37. Highly Sensitive System and Method for Analysis of Troponin	2002260	2015	EP
	38. Highly Sensitive System and Method for Analysis of Troponin	HK1163818	2016	HK
	39. Highly Sensitive System and Method for Analysis of Troponin	5960098	2016	JP
	40. Highly Sensitive System and Methods for Analysis of Troponin	6325022	2018	JP
	41. Highly Sensitive System and Methods for Analysis of Troponin	5308328	2013	JP
	42. Highly Sensitive System and Methods for Analysis of Troponin	7838250	2010	US
	43. Highly Sensitive System and Method for Analysis of Troponin	8343728	2013	US
	44. Highly Sensitive System and Method for Analysis of Troponin	8535895	2013	US
	45. Highly Sensitive System and Method for Analysis of Troponin	9182405	2015	US
	46. Highly Sensitive System and Method for Analysis of Troponin	9719999	2017	US
	47. Highly Sensitive System and Method for Analysis of Troponin	9494598	2016	US
	48. Highly Sensitive System and Method for Analysis of Troponin	9977031	2018	US
Rheumatoid Arthritis	49. Methods for Diagnosing, Staging, Predicting Risk for Developing and Identifying Treatment Responders for Rheumatoid Arthritis	2566971	2019	EP
	50. Methods for Diagnosing, Staging, Predicting Risk for Developing and Identifying Treatment Responders for Rheumatoid Arthritis	10288623	2019	US

Patents Applications (Published):

Technology	Patent Application	Publication Number	Year of Publication	Jurisdiction
Clarity	1. Scanning Analyzer for Single Molecule Detection and Methods of Use	2709217	2009	CA
	2. Scanning Analyzer for Single Molecule Detection and Methods of Use	2232271	2010	EP
	3. Scanning Analyzer for Single Molecule Detection and Methods of Use	2018-241638	2018	JP
	4. Scanning Analyzer for Single Molecule Detection and Methods of Use	20190145895	2019	US
Erenna	5. Analyzer and Method for Highly Sensitive Detection Of Analytes	3156799	2017	EP
	6. Methods and Compositions for Highly Sensitive Detection of Molecules	20180195960	2018	US
Troponin	7. Highly Sensitive System and Method for Analysis of Troponin	2648385	2007	CA
	8. Highly Sensitive System and Method for Analysis of Troponin	3495822	2019	EP
	9. Highly Sensitive Methods for Analysis of Troponin	1189657	2014	HK
	10. Highly Sensitive System and Method for Analysis of Troponin	20180100862	2018	US
Rheumatoid Arthritis	11. Methods for Diagnosing, Staging, Predicting Risk for Developing and Identifying Treatment Responders for Rheumatoid Arthritis	2798149	2011	CA
Multiplex Clarity	12. Multiplexed Single Molecule Analyzer	3256856	2017	EP
	13. Multiplexed Single Molecule Analyzer	20160178520	2016	US
Chip Based Scanner	14. Single Molecule Detection on a Chip	3349899	2018	EP
	15. Single Molecule Detection on a Chip	20180353957	2018	US

Patent Applications Filed/Pending:

Technology	Patent Application	Publication Number	Year of Publication	Jurisdiction
Erenna	1. Methods and Compositions for Highly Sensitive Analysis of Markers and Detection of Molecules	7968/DELNP/2008	2007	IN
Troponin	2. Highly Sensitive System and Methods for Analysis of Troponin	2018-076393	2018	JP
Point of Care	3. Point of Care Single Molecule Analyzer	62/817433	2019	US