

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NABSYS, INC.		09/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85022745	NABSYS	
Serial Number:	85549577	NABSYS	
Serial Number:	85549484		
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	088650.205		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	05/15/2014		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of September 27, 2013, is made by NABSYS, INC., a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 27, 2013 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more

fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

NABSYS, INC.

By: 

Name: Kenneth Brandy
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: 

Name: Jacqueline K. Blechinger

Title: Duly Authorized Signatory

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

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TRADEMARK
REEL: 005280 FRAME: 0543



**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights

None.

**Schedule 2
to
Intellectual Property Security Agreement**

Trademarks

Mark	Application No.	Filing Date	Status
NABSYS	85022745	4/26/2010	Allowed Awaiting use in commerce
	85549577	2/22/2012	Allowed Awaiting use in commerce
	85549484	2/22/2012	Allowed Awaiting use in commerce

Schedule 3
to
Intellectual Property Security Agreement

Issued U.S. Patents

U.S. Patent No. 8,246,799 (8/21/12)

Devices and Methods for Analyzing Biomolecules and Probes Bound Thereto

U.S. Patent No. 8,262,879 (9/11/12)

Devices and Methods for Determining the Length of Biopolymers and Distances Between Probes Bound Thereto

(Pending in EPO)

U.S. Patent No. 8,278,047 (10/2/12)

Biopolymer Sequencing by Hybridization of Probes to Form Ternary Complexes and Variable Range Alignment

(Pending in EPO)

U.S. Patent No. 8,455,260 (June 4, 2013)

Tagged-Fragment Map Assembly

U.S. Patent No. 8,715,933 (5/6/14)

Assay Methods Using Nicking Endonucleases

(Pending in EPO & Japan)

Licensed U.S. Patents (from Brown/GeneSpectrum)

U.S. Patent No. 6,689,563 (2/10/2004)

System and Methods for Sequencing by Hybridization

U.S. Patent No. 7,034,143 (4/25/2006)

Systems and Methods for Sequencing by Hybridization

U.S. Patent No. 7,071,324 (7/4/2006)

Systems and Methods for Sequencing by Hybridization

U.S. Patent No. 7,678,562 (3/16/2010)

Addressable Nanopores and Microprobes Including Methods for Making and Using Same

Schedule 4
to
Intellectual Property Security Agreement

U.S. Patent Applications

NAB-001: *Use of Longitudinally Displaced Nanoscale Electrodes for Voltage Sensing of Biomolecules and Other Analytes In Fluidic Channels*

USSN 12/553,667 Filed 9/3/2009

Published US2010/0096268 A1, 4/22/2010

NAB-001CP: *Use of Longitudinally Displaced Nanoscale Electrodes for Voltage Sensing of Biomolecules and Other Analytes In Fluidic Channels*

USSN 14/198,119 Filed 3/5/2014

NAB-002C1: *Biopolymer Sequencing by Hybridization of Probes to Form Ternary Complexes and Variable Range Alignment*

USSN 13/589,608 Filed 08/20/2012

(Continuation of U.S. Patent No. 8,278,047)

NAB-003: *Hybridization Assisted Nanopore Sequencing*

USSN 11/538,189 Filed 10/3/2006

Published US2007/0190542 A1, 8/16/2007

NAB-004: *Devices and Methods for Analyzing Biomolecules and Probes Bound Thereto*

USSN 12/732,870 Filed 3/26/2010

Published US2010/0243449 A1, 9/30/2010

NAB-006D1: *Devices and Methods for Determining the Length of Biopolymers and Distances Between Probes Bound Thereto*

USSN 13/567,595 Filed 8/6/2012 (Division of U.S. Patent No. 8,262,879)

NAB-008: *Assay Methods Using DNA Binding Proteins*

USSN 13/370,874 Filed 2/10/2012

Published US2012/0214162 A1, 8/23/2012

NAB-010: *Methods for Sequencing a Biomolecule by Detecting Relative Positions of Hybridized Probes*

USSN 13/292,415 Filed 11/9/2011

Published US2012/0122712 A1, 5/17/2012

NAB-011C1: *Assay Methods Using Nicking Endonucleases*

USSN 14/199,434 Filed 3/6/14

(Continuation of U.S. Patent No. 8,715,933)

NAB-013: *Enhanced Probe Binding*
USSN 14/157,136 Filed 1/16/2014

NAB-015: *Apparatus and Methods for Analysis of Biomolecules Using High Frequency Alternating Current Excitation*
USSN 14/105,391 Filed 12/13/2013

NAB-019: *Method and System for Analysis of Protein/DNA and Protein/RNA Interactions*
USSN 14/036,509 Filed 9/25/2013

NAB-020: *Method and System for Electronic Karyotyping*
USSN 14/200,601 Filed 3/7/2014

NAB-022: *Distance Maps Using Multiple Fragment Consensus Construction*
USSN 14/212,458 Filed 3/14/2014

**Schedule 5
to
Intellectual Property Security Agreement**

PCT Applications

Docket Number	Country	Status	Application #
NAB-001	WO	Nationalized	PCT/US09/55876
NAB-002	WO	Nationalized	PCT/US08/78432
NAB-003	WO	Expired	PCT/US06/38748
NAB-004	WO	Nationalized	PCT/US10/28848
NAB-006	WO	Nationalized	PCT/US09/55878
NAB-008	WO	Expired	PCT/US12/024708
NAB-010	WO	Nationalized	PCT/US11/059933
NAB-011	WO	Nationalized	PCT/US11/053274
NAB-013	WO	Filed 1/16/14	PCT/US14/11829
NAB-019	WO	Filed 9/25/13	PCT/US13/61651
NAB-020	WO	Filed 3/7/14	PCT/US14/021756
NAB-022	WO	Filed 3/14/14	PCT/US14/027751

**Schedule 6
to
Intellectual Property Security Agreement**

Nationalized Foreign Applications

Docket Number	Country	Status	Application #
NAB-001	CN	Pending	200980140663.0
NAB-001	EP	Published	09807476.8
NAB-001	JP	Pending	2011-525300
NAB-002	EP	Published	08835216.6
NAB-004	EP	Allowed	10717908.7
NAB-006	EP	Published	09748871.2
NAB-010	EP	Published	11785257.4
NAB-010	JP	Pending	2013-538841
NAB-011	EP	Published	11785507.2
NAB-011	JP	Pending	2013-530398

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECORDED: 05/15/2014

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