

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cynvenio Biosystems, Inc.		07/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alan J. Heeger		
Street Address:	212 Equestrian Ave		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4446144	BIOMOLDED PRODUCTS	
Registration Number:	3730768	CYNVENIO BIOSYSTEMS	
Registration Number:	4047759	LIQUIDBIOPSY	
CORRESPONDENCE DATA			
Fax Number:	805966320		
<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:	805-966-2440		
Email:	smartin@rppmh.com		
Correspondent Name:	Sherrie L. Martin		
Address Line 1:	1421 State street ste. B		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	Sherrie Martin		
SIGNATURE:	/s/ Sherrie Martin		
DATE SIGNED:	07/10/2014		
Total Attachments: 8			
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TRADEMARK			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Trademark Security Agreement", dated as of July 10, 2014 (the "Effective Date"), by CYNVENIO BIOSYSTEMS, INC., a Delaware corporation ("Debtor"), in favor of ALAN J. HEEGER, in his capacity as "Collateral Agent" (in such capacity, the "Collateral Agent") for the persons and entities listed as "Creditors" on **SCHEDULE 1** to that certain Intercreditor Agreement dated July 10, 2014, as amended from time to time (collectively, "Secured Parties," and each individually, a "Secured Party").

WHEREAS, the Debtor is party to a Security Agreement dated as of July 10, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Debtor hereby agrees with the Collateral Agent as follows:

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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants, pledges, and assigns to Collateral Agent for the benefit of Secured Parties a continuing first priority security interest (the "First Priority Lien") in all of Debtor's right, title and interest in, to and under all trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any trademarks set forth on **SCHEDULE 1** hereto (collectively, the "Trademarks"), and (ii) the right to obtain all renewals thereof. The First Priority Lien described in this Section 2 is subject to (i) tax, materialmen's or the like liens for obligations due and not yet payable, and (ii) purchase money security interests in equipment or other fixed or capital assets (including capital leases).

3. THE SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

4. TERMINATION. Upon the termination of the Security Agreement in accordance with Section 8 thereof, the Collateral Agent shall, at the expense of the Debtor, execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the Trademarks.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

6. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any trademarks or become entitled to the benefit of any trademark application, the provisions of this Trademark Security Agreement shall automatically apply thereto, subject to the terms of the Security Agreement. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new trademark rights as provided in the Security Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Debtor and Collateral Agent have caused this Trademark Security Agreement to be executed and delivered as of the Effective Date set forth above.

"DEBTOR:"

"COLLATERAL AGENT:"

CYNVENIO BIOSYSTEMS, INC., a Delaware corporation

By 
Andie de Fusco, Chief Executive Officer

Alan J. Heeger, as Collateral Agent

Address, Facsimile No. and Email for Notices:

Cynvenio Biosystems, Inc.
Attn: Chief Executive Officer
2260 Townsgate Rd., Suite 2
Westlake Village, CA 91361

Facsimile No.: (508) 464-8538
Email: adefusco@cynvenio.com

with a copy to:

Reicker, Pfau, Pyle & McRoy
Attn.: Michael E. Pfau, Esq.
1421 State Street, Suite B
P.O. Box 1470
Santa Barbara, CA 93102-1470

Facsimile No.: (805) 966-3320
Email: mpfau@rppmh.com

Address, Facsimile No. and Email for Notices:

1042 Las Alturas Road
Santa Barbara, CA 93103

Facsimile: () _____
Email: ajhe1@physics.ucsb.edu

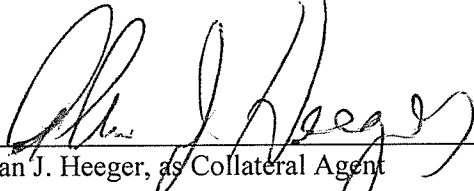
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CYNVENIO BIOSYSTEMS, INC., a Delaware corporation

By _____
Andre de Fusco, Chief Executive Officer



Alan J. Heeger, as Collateral Agent

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Cynvenio Biosystems, Inc.
Attn: Chief Executive Officer
2260 Townsgate Rd., Suite 2
Westlake Village, CA 91361

1042 Las Alturas Road
Santa Barbara, CA 93103

Facsimile: (805) 893-4255
Email: ajhe1@physics.ucsb.edu

Facsimile No.: (508) 464-8538
Email: adefusco@cynvenio.com

with a copy to:

Reicker, Pfau, Pyle & McRoy
Attn.: Michael E. Pfau, Esq.
1421 State Street, Suite B
P.O. Box 1470
Santa Barbara, CA 93102-1470

Facsimile No.: (805) 966-3320
Email: mpfau@rppmh.com

ACKNOWLEDGMENT

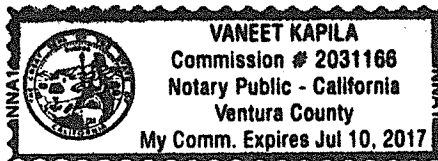
State of California)
County of Ventura)

On July 7th, 2014 before me, Vaneet Kapila, Notary Public, personally appeared Andre De Fusco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vaneet Kapila (Seal)
Signature



ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGMENT

State of CALIFORNIA)
)
County of SANTA BARBARA)

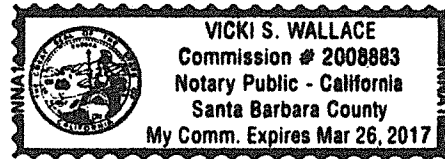
On July 7, 2014, before me, Vicki S. Wallace, Notary Public,
personally appeared _____
ALAN J. HEEGER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vicki S. Wallace (Seal)
Signature



State of _____)
)
County of _____)

On _____, before me, _____, Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

SCHEDULE 1
TRADEMARKS

Cynvenio Biosystems, Inc.

Trademark IP Report

Trademark	Owner	Country of Reg.	Registration No.	Serial No.	Date of Application	Date of Registration	Status	Renewal Date
BIOMOLDED	Cynvenio Biosystems, Inc.	U.S.A	4446144	85723842	09-13-2012	12-10-2013	Live	9-13-2018 (5 year)
Cynvenio Biosystems	Cynvenio Biosystems, Inc.	U.S.A	3730768	77673201	02-18-2009	12-29-2009	Live	12-29-2014 (5 year)
LiquidBiopsy	Cynvenio Biosystems, Inc.	U.S.A	4047759	85108589	08-16-2010	11-01-2011	Live	11-01-2016 (5 year)

Goods and Services (IC Class)

BIOMOLDED (4446144) IC40- Custom manufacture of blow molded medical grade plastic products and hits used in the biopharmaceutical and life science industries

IC42- Design of new products for others, namely, blow molded medical grade plastic products and hits used in the biopharmaceutical and life science industries

Cynvenio Biosystems (3730768) – IC9 – Laboratory research instrumentation for detection of pathogens comprised of a user interface, a sample preparation and magnetic manipulation substructure that isolates and tests biological samples from complex mixtures, including cells, viruses, bacteria and other molecules; computer hardware, operating software and disposable cartridges containing magnetic beads and reagents, all sold together as a unit capable of processing laboratory samples from research, diagnostic and therapeutic applications.

LiquidBiopsy (4047759) – IC10– Medical apparatus for detection of cancer, namely, blood and plasma collection kits for medical testing relating to the detection, enumeration and molecular characterization or circulating tumor cells, comprising of a serum transfer tube, sterile disposable pipette, refrigeration material and return packaging and shipping supplies.