

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMDBIOSCIENCE, INC.		10/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Connecticut Innovations, Incorporated		
Street Address:	865 Brook Street		
City:	Rocky Hill		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4113823	CMD BIOSCIENCE	
CORRESPONDENCE DATA			
Fax Number:	8602515312		
<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:	(860) 251-5933		
Email:	trademarks@goodwin.com		
Correspondent Name:	Sharon M. Breault, Paralegal		
Address Line 1:	Shipman & Goodwin, 1 Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	12573-07		
NAME OF SUBMITTER:	Sharon M. Breault		
SIGNATURE:	/Sharon M. Breault/		
DATE SIGNED:	10/03/2014		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of October 2, 2014 by **CMDBIOSCIENCE, INC.**, a Delaware corporation ("**Debtor**"), for the benefit of the Agent (as defined by the Security Agreement) and the Secured Parties (as defined by the Security Agreement) under the Security Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to the terms of a certain Note Purchase Agreement dated as of October 2, 2014 among Debtor and Secured Parties (as amended, restated, supplemented, or otherwise modified from time to time, the "**Note Purchase Agreement**"), the Secured Parties have agreed to purchase Notes (as defined by the Note Purchase Agreement) from Debtor; and

WHEREAS, pursuant to that certain Security Agreement among Debtor, the Agent and Secured Parties dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**"), Debtor has granted to the Agent (for the ratable benefit of the Secured Parties) a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"**Copyrights**" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on **Schedule A** attached hereto.

"**Domain Names**" means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

"**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Agent, for the ratable benefit of all Secured Parties, a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all Proceeds (as defined in the Security Agreement) of any of the foregoing. Debtor hereby authorizes the Agent to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Agent and/or any Secured Party under this Agreement and the Security Agreement. Notwithstanding the foregoing or anything contained herein to the contrary, the Debtor may grant a license or sublicense of rights to a third party in connection with a bona fide, arm's length research, discovery, development, services and/or commercialization agreement, and such license or sublicense shall not be subject to the security interest granted hereby; provided, however, Debtor shall give written notice to Agent and the individual designated by the Agent to serve as a member of the Debtor's Board of Directors (the “**CII Director**”) no later than five (5) business days of granting such license or sublicense along with (i) in the case of the Agent, a summary description of such license or sublicense and (ii) in the case of the CII Director a copy of any agreements and documents executed in connection the grant of such license or sublicense. The parties acknowledge and agree that (x) clauses (i) and (ii) of the proviso in the immediately preceding sentence shall not apply to agreements entered into between the Debtor and its customers in the ordinary course of business (the “**Customer Agreements**”), and the Debtor shall only be obligated to supply a summary (and not complete copies) of such Customer Agreements to the CII Director, and (y) the proceeds of the Customer Agreements

are subject to the security interest granted hereby.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to the Agent and Secured Parties, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Agent and Secured Parties in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent and/or any Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Agent and/or any Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Agent and/or any Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent and Secured Parties (and the Obligations of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. NEITHER THE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED INTELLECTUAL PROPERTY.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Names, Trademarks, Copyrights or Patents, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the interests of the Agent and Secured Parties therein.

3.2. Amendment to Schedule. Debtor authorizes the Agent to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending Schedule A hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the

Security Agreement.

4. **NO ASSUMPTION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE AGENT AND EACH SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT AND/OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Agent and Secured Parties with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Agent and/or any Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Agent and/or any Secured Party, under the Security Agreement.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **FILINGS.** The Agent may at any time and from time to time, at Debtor's expense, file, or have Agent's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

CMDBIOSCIENCE, INC.

By: _____

Joseph Augie

Its Chief Executive Officer

Schedule A

United States Patents and Applications

- U.S. Provisional Patent Application Serial No. 60/785,232, filed March 23, 2006 (licensed from SUNY)
- U.S. Provisional Patent Application Serial No. 60/878,217, filed January 3, 2007 (licensed from SUNY)
- U.S. Provisional Patent Application Serial No. 61/453,703, filed March 17, 2011
- U.S. Patent Application Serial No. 13/423,239, filed March 18, 2012
- U.S. Patent 7,739,091 issued June 15, 2010 (licensed from SUNY)

International (non-U.S.) Patents and Applications

- International Patent Application PCT/US2007/007170, filed March 22, 2007 (licensed from SUNY; abandoned)

Service Marks

- CMD Bioscience, U.S. Registration No. 4113823, Registration Date March 30, 2012
- CMDBioscience
- CMDInventus
- CMDbuild
- CMDdock
- CMDscreen
- CMDdesign
- CMDscore
- CMDmscore
- CMDsolvation
- CMDscaffold
- CMDlibrary

Domain Names

- www.cmdbioscience.com
- www.cmdbioscience.net
- www.cmdbioscience.org

Software

- Yasara (Provided by Yasara Bioscience)

Licenses

Exclusive Patent License Agreement dated February 12, 2008 between the Research Foundation of State University of New York for and on behalf of Stony Brook University ("SUNY") and the Company.