

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYNGEN INC.		07/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	Two 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	
Registration Number:	4455559	SYNGEN	
Registration Number:	4448529	SYNGENX	
Registration Number:	4448528	SYNGENX	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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>			
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Kris Kappel		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	511723.12		
NAME OF SUBMITTER:	Kris Kappel		
SIGNATURE:	/Kris Kappel/		
DATE SIGNED:	07/16/2015		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 10, 2015, is made by **SYNGEN 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).

W I T N E S S E T H:

WHEREAS, certain Loan and Security Agreement dated as of December 27, 2013, as amended pursuant to that certain First Amendment to Loan and Security Agreement dated as of September 12, 2014, that certain Second Amendment to Loan and Security Agreement dated as of March 25, 2015, and that certain Third Amendment to Loan and Security Agreement and Waiver dated as of July 10, 2015 (as the same may be further 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 agree to certain terms and conditions, 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 Patent Cooperation Treaty (“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:

SYNGEN, INC.

By: W. G. Gerber
Name: WILLIAM G. GERBER
Title: PRESIDENT & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

SIGNATURE PAGE

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:

SYNGEN, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Jessica Katalle
Name: Jessica Katalle
Title: Its Duly Authorized Signatory

SIGNATURE PAGE

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights

None

Schedule 2
to
Intellectual Property Security Agreement

Trademark Registrations and Applications

Mark	Region	App. No.	Reg. No.
SYNGEN	United States	85465213	4455559
SYNGEN X (logo)	United States	85611079	4448529
SYNGEN X (standard character)	United States	85611074	4448528
SYNGEN X (standard character)	Australia	1531068	1531068
SYNGEN X (standard character)	Brazil	840312946	Not yet registered
SYNGEN X (standard character)	Canada	1599643	Not yet registered
SYNGEN X (standard character)	China	IR 1138706	IR 1138706
SYNGEN X (standard character)	Europe	IR 1138706	IR 1138706
SYNGEN X (standard character)	India	2417573	Not yet registered
SYNGEN X (standard character)	Japan	IR 1138706	IR 1138706
SYNGEN X (standard character)	Malaysia	2012018189	2012018189
SYNGEN X (standard character)	Mexico	1320404	1350342
SYNGEN X (standard character)	Russia	IR 1138706	IR 1138706
SYNGEN X (standard character)	Singapore	IR 1138706	T1219023H
SYNGEN X (standard character)	South Korea	IR 1138706	IR 1138706

**Schedule 3
to
Intellectual Property Security Agreement**

US Patents and Patent Applications

Title	Application No.	Patent No.
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	13/634,520	US 8747289
Purified Cell Population Isolated From Whole Blood	14/256947	N/A
Method for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	14/256946	N/A
Cryogenic Storage Bag	62/160146	N/A
Bag Set Improvements	N/A	N/A
Blood Contaminant Removal System	N/A	N/A

**Schedule 4
to
Intellectual Property Security Agreement**

PCT Patents

None

**Schedule 5
to
Intellectual Property Security Agreement**

PCT Patent Applications

Title	PCT Application No.
Automated Cell Washing System and Related Method	PCT/US2015/022034
Methods and/or Use of Buoyancy Centrifugation for Cell Separation	PCT/US2015/022036
Method and Apparatus for Cryopreservation of Blood Cells in a Sterile Environment	PCT/US2014/054656

Schedule 6
to
Intellectual Property Security Agreement
Non-US Patents and Patent Applications

Title	Application No.	Patent No.
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	2011227203	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	1120120234650	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	2793648	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	201180024855.2	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	11757012.7	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	8747/CHENP/2012	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	2013-500213	JP 5635177
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others (Divisional Application)	2014-211239	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	PI 2012004049	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	MX/a/2012/010744	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	2012144390	N/A
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	201206649-4	SG 183963
System for Purifying Certain Cell Populations in Blood or Bone Marrow by Depleting Others	10-2012-7027057	N/A