

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
El Spectra, LLC d/b/a Orflo Technologies		09/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cell Signaling Technology, Inc.		
Street Address:	3 Trask Lane		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86458929	NEXT-GEN FLOW CYTOMETRY	
Serial Number:	86458944	NEXTGEN FLOW CYTOMETRY	
Serial Number:	86459287	NEXTGENERATION FLOW CYTOMETRY	
Serial Number:	86459318	NEXT-GENERATION FLOW CYTOMETRY	
Registration Number:	4642479	MOXI FLOW	
Registration Number:	4108498	MOXI Z	
Registration Number:	4035529	ORFLO	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	110.217.124		
NAME OF SUBMITTER:	Michael J. Bevilacqua		

OP \$190.00 86458929

SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	09/25/2015
Total Attachments: 12 source=ip security agreement ei spectra llc to cell signaling technology#page1.tif source=ip security agreement ei spectra llc to cell signaling technology#page2.tif source=ip security agreement ei spectra llc to cell signaling technology#page3.tif source=ip security agreement ei spectra llc to cell signaling technology#page4.tif source=ip security agreement ei spectra llc to cell signaling technology#page5.tif source=ip security agreement ei spectra llc to cell signaling technology#page6.tif source=ip security agreement ei spectra llc to cell signaling technology#page7.tif source=ip security agreement ei spectra llc to cell signaling technology#page8.tif source=ip security agreement ei spectra llc to cell signaling technology#page9.tif source=ip security agreement ei spectra llc to cell signaling technology#page10.tif source=ip security agreement ei spectra llc to cell signaling technology#page11.tif source=ip security agreement ei spectra llc to cell signaling technology#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 22, 2015, by and between **CELL SIGNALING TECHNOLOGY, INC.**, a Massachusetts corporation, ("Lender") and **EI SPECTRA, LLC** a Delaware limited liability company d/b/a Orflo Technologies ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of July 23, 2015, (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Lender.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EI SPECTRA, LLC



By: HAROLD AYLIFFE

Title: CEO

LENDER:

CELL SIGNALING TECHNOLOGY, INC.

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EI SPECTRA, LLC

By: _____

Title: _____

LENDER:

CELL SIGNALING TECHNOLOGY, INC.

Fene M. Elor

By: Fene M. Elor

Title: COO / CFO

SCM/JV

EXHIBIT A

Copyrights

EXHIBIT B

Patents

<u>Description</u>	<u>Country</u>	<u>Patent/ Application Number</u>	<u>Issue/ Filing Date</u>
MICROFLUIDIC CELL SORTER AND METHOD (Awaiting Decision by the Board of Appeals)	United States	12/699,745	02-03-2010
FLUORESCENCE-BASED PIPETTE INSTRUMENT (Abandoned)	United States	12/744,134	05-21-2010
MICROFLUIDIC CELL SORTER WITH ELECTROPORATION (Prosecution Suspended)	United States	12/872,749	08-31-2010
PIPETTE INSTRUMENT	United States	13/266,450	10-26-2011
SAMPLE-ACQUIRING MICROFLUIDIC TESTER	United States	13/615,252	Not yet published.
METHOD FOR MUTIPLXED MICROFLUIDIC BEAD-BASED IMMUNOASSAY	United States	13/629,784	09-28-2012
MICROFLUIDIC INTERROGATION DEVICE	United States	13/666,131	Not yet published.
THIN FILM SENSOR	United States	7,417,418 11/452,583	08-26-2008 11/452,583
FLUORESCENCE-ACTIVATED CELL DETECTOR	United States	7,515,268 11/701,711	04-07-2009 02-02-2007
THIN FILM PARTICLE SENSOR	United States	7,520,164 11/800,167	04-21-2009 05-04-2007

THIN FILM SENSOR	United States	7,579,823 12/156,605	08-25-2009 06-03-2008
INSTRUMENTED PIPETTE TIP	United States	8,015,887 12/679,548	09-13-2011 03-23-2010
FLUORESCENCE-ACTIVATED CELL DETECTOR	United States	8,072,603 12/378,757	12-06-2011 02-19-2009
THIN FILM PARTICLE SENSOR	United States	8,171,778 12/381,252	05-08-2012 03-10-2009
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	United States	8,182,635 12/936,243	05-22-2012 10-04-2010
DISPOSABLE PARTICLE COUNTER CARTRIDGE	United States	8,329,437 12/639,095	12-11-2012 12-16-2009
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	United States	8,608,891 13/474,485	12-17-2013 05-17-2012
REUSABLE THIN FILM PARTICLE SENSOR	United States	8,616,048 12/985,536	12-31-2013 01-06-2011
FLUORESCENCE FLOW CYTOMETRY	United States	8,735,853 13/492,805	05-27-2014 06-09-2012
COMBINED OPTICAL IMAGING AND ELECTRICAL DETECTION TO CHARACTERIZE PARTICLES CARRIED IN A FLUID	United States	8,804,105 13/431,877	08-12-2014 03-27-2012
FLUORESCENCE FLOW CYTOMETRY DEVICE AND METHOD	United States	9,103,760 14/287,188	08-11-2015 05-26-2014
PIPETTE	United States	D569,756 29/312,537	07-21-2009 10-29-2008
PIPETTE TIP	United States	D593,205 29/312,538	05-26-2009 10-29-2008
PIPETTE TIP BOX	United States	D593,207 29/312,539	05-26-2009 10-29-2008

INSTRUMENTED PIPETTE TIP	China	20088109435	09-26-2008
INSTRUMENTED PIPETTE TIP	Europe	8835264.6	09-26-2008
INSTRUMENTED PIPETTE TIP (Abandoned)	India	1661/DEL/2010	09-26-2008
INSTRUMENTED PIPETTE TIP	Japan	5658566 2010526963	01-28-2015 09-26-2008
INSTRUMENTED PIPETTE TIP	Singapore	160051 2010019768	03-23-2010 09-26-2008
FLUORESCENCE-BASED PIPETTE INSTRUMENT	China	101873893 200880117757	09-04-2013 11-21-2008
FLUORESCENCE-BASED PIPETTE INSTRUMENT (Abandoned)	Europe	20080854302	11-21-2008
FLUORESCENCE-BASED PIPETTE INSTRUMENT	India	2933/DELNP/2010	11-21-2008
FLUORESCENCE-BASED PIPETTE INSTRUMENT	Japan	5542060 20100535971	05-16-2014 11-21-2008
FLUORESCENCE-BASED PIPETTE INSTRUMENT	Singapore	161638 2010035921	05-24-2010 11-21-2008
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	China	101999071 200980112090	05-01-2013 04-07-2009
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	Europe	09731019.7	04-07-2009
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	India	7046/DELNP/2010	04-07-2009
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	Japan	5,303,028 JP20110503986	06-28-2013 04-07-2009
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	Singapore	164740 2010066116	09-13-2010 04-07-2009

PIPETTE INSTRUMENT	China	102414550 200980158970	07-16-2014 04-27-2009
PIPETTE INSTRUMENT	Europe	2009844122	04-27-2009
PIPETTE INSTRUMENT	India	8375/DELNP/2011	04-27-2009
PIPETTE INSTRUMENT	Japan	5550719 2012508437	05-30-2014 04-27-2009
PIPETTE INSTRUMENT	Singapore	175303 2011077260	11-28-2011 04-27-2009
FLUORESCENCE FLOW CYTOMETRY	PCT	US2013/000145	06-05-2013
FLUORESCENCE FLOW CYTOMETRY	China	2013842204	06-05-2013
FLUORESCENCE FLOW CYTOMETRY	Europe	13800086.4	06-05-2013
FLUORESCENCE FLOW CYTOMETRY	Japan	2015515997	06-05-2013

EXHIBIT C

Trademarks

Pending Applications

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
NEXT-GEN FLOW CYTOMETRY	United States	86/458929	November 19, 2014
NEXTGEN FLOW CYTOMETRY	United States	86/458944	November 19, 2014
NEXTGENERATION FLOW CYTOMETRY	United States	86/459287	November 19, 2014
NEXT-GENERATION FLOW CYTOMETRY	United States	86/459318	November 19, 2014

Issued Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
MOXI FLOW	United States	4642479	November 18, 2014
MOXI Z	United States	4108498	March 6, 2012
ORFLO	United States	4035529	October 4, 2011

EXHIBIT D

Mask Works