

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETBIO, INC.		07/01/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	EASTWARD INVESTORS, LLC		
Street Address:	432 CHERRY STREET		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85678816	BIOCHIPSET	
Serial Number:	85694467	NETBIO RAPID DNA ANALYSIS	
Serial Number:	85694451	NETBIO FOCUSED CLINICAL SEQUENCING	
Serial Number:	85694464	NETBIO RAPID FOCUSED SEQUENCING	
Serial Number:	85175174	KINPLEX	
Serial Number:	85085133	NETBIO	
Serial Number:	86219276	FLEXPLEX	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	(412) 454-5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	PEPPER HAMILTON LLP		
Address Line 1:	500 GRANT STREET		
Address Line 2:	SUITE 5000		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	143336.2		
NAME OF SUBMITTER:	TREVOR L. BANNISTER, REG. NO. 66190		
SIGNATURE:	/Trevor L. Bannister/		

OP \$190.00 85678816

DATE SIGNED:	09/29/2015
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Total Attachments: 8

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SECURITY AGREEMENT

1. **SECURITY INTEREST.** NETBIO, INC., a corporation organized under the law of the state of Delaware and having its chief executive office at 266 Second Ave., Waltham, MA 02451 (“Debtor”), intending to be legally bound, hereby grants to EASTWARD INVESTORS, LLC, a Massachusetts limited liability company with an office at 432 Cherry Street, West Newton, MA 02465 and any of its affiliates (“Secured Party”) a continuing security interest (“Security Interest”) in the following assets of Debtor: all Accounts, accounts receivable, and other receivables, present and future Instruments, notes, Chattel Paper, equipment leases, retail installment contracts, chattel mortgages, Letter-of-Credit Rights, security agreements, Documents, and all other similar obligations and indebtedness that may now and in the future be owed to or held by Debtor from whatever source arising, and all monies and proceeds payable thereunder, and all of the rights and remedies of Debtor to collect and enforce payment and performance thereof, as well as to enforce any guaranties of the foregoing and security therefor, and all of the present and future rights, title and interest of Debtor in and with respect to the Goods or other property that may give rise to or that may secure any of the foregoing, including without limitation the insurance rights of Debtor with regard thereto, and any and all present and future General Intangibles of Debtor in any way related or pertaining to any of the foregoing, including without limitation the account ledgers, books, records, files, computer disks and software of Debtor, and all rights that Debtor may have with regard thereto, and all Deposit Accounts, Securities Accounts, cash, currency and cash equivalents, and account ledgers, and books and records related thereto, wherever located, whether now existing or hereafter acquired or created, and in all Proceeds of all of the foregoing in any form (the “Collateral”). Unless otherwise defined in this Security Agreement (this “Agreement”) , capitalized words used and not otherwise defined in this paragraph shall have the meanings set forth in the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts.

2. **INDEBTEDNESS SECURED.**

(a) The Security Interest granted by Debtor secures the full payment of all loans, advances, debts, liabilities, indebtedness, obligations and credit of any kind or character owing by Debtor to Secured Party of any kind or nature, present or future, each to the extent arising under this Security Agreement (this “Agreement”), the Loan Agreement between Debtor and Secured Party dated of even date herewith (as it may be amended, restated or modified from time to time, the “Loan Agreement”) and the Line of Credit Note by Debtor in favor of Secured Party dated of even date herewith in the maximum principal amount of \$5,000,000 (as it may be amended, restated or modified from time to time, the “Note”) and together with this Agreement and the Loan Agreement, the “Financing Agreements”), and whether direct or indirect, absolute or contingent, due or to become due, now owing or existing or hereafter arising or created and however acquired, and any amendments, extensions, renewals or increases thereof, including, without limitation, the Liabilities (as defined in the Loan Agreement) and all principal, interest, charges, expenses, commitment, service or other fees, collateral management or other fees, reasonable attorneys’ fees and expenses related to the collection of the foregoing, and any other amounts payable by Debtor under this Agreement, the Loan Agreement or the Note (collectively, the “Indebtedness”).

(b) This Agreement is and is intended to be a continuing Security Agreement and shall remain in full force and effect until all of the Indebtedness and any extensions or renewals thereof shall be paid in full.

3. **REPRESENTATIONS AND WARRANTIES OF DEBTOR.** Debtor represents and warrants, and so long as any Indebtedness remains unpaid shall be deemed continuously to represent and warrant, that:

(a) Debtor is the owner of the Collateral free and clear of all security interests, liens or other encumbrances, except any Security Interest in favor of Secured Party;

(b) Debtor has the power and authority to own the Collateral, to grant the Security Interest and to enter into and perform this Agreement and any other document or instrument delivered in connection herewith; and

(c) Except as may hereafter be disclosed in writing by Debtor to Secured Party, the Collateral is located at and used in connection with Debtor's business operations at the address specified in the first paragraph in this Agreement, and Debtor's records concerning the Collateral are kept only at such address.

4. **COVENANTS OF DEBTOR.**

(a) Debtor will defend the Collateral against the claims and demands of all other parties including, without limitation, defenses, setoffs, claims and counterclaims asserted by any obligor against Debtor and/or Secured Party, will keep the Collateral free from all security interests, liens or other encumbrances, except for liens in favor of Secured Party, and will not sell, transfer, lease, assign, deliver or otherwise dispose of any Collateral or any interest therein without the prior written consent of Secured Party;

(b) Debtor will keep, in accordance with generally accepted accounting principles consistently applied, accurate and complete records concerning the Collateral, and at Secured Party's request, Debtor will mark any and all such records to indicate the Security Interest and will permit Secured Party or its agents to inspect the Collateral and to audit and make extracts from such records or any of Debtor's books, ledgers, financial reports, correspondence or other records;

(c) Debtor will deliver to Secured Party, upon demand, which shall not be made more than once per thirty (30) days, any instruments, documents and chattel paper constituting, representing or relating to the Collateral or any part thereof and any schedules, invoices, shipping documents, delivery receipts, purchase orders, contracts or other documents representing or relating to the Collateral or any part thereof;

(d) Without thirty (30) days prior written notice to Secured Party, Debtor will not (i) change its business addresses or chief executive office, or (ii) make any change in Debtor's name, state of formation, identity or organizational status;

(e) Debtor will not use the Collateral in violation of any provisions of this Agreement, any applicable law or governmental regulation or of any policy insuring the

Collateral, unless the failure to so keep the Collateral will not have a material adverse effect on Debtor, the Collateral, or the business, operation, assets or affairs of Debtor;

(f) Debtor will take such actions relating to the Security Interest and the perfection thereof as Secured Party may reasonably request and will pay all costs of filing financing statements in all public offices requested by Secured Party.

5. **PROVISIONS RELATED TO ACCOUNTS.** Debtor irrevocably makes, constitutes and appoints Secured Party (and any of Secured Party's designated officers, employees or agents) as its true and lawful attorney in fact with power to sign its name and to take any of the following actions, in its name or in the name of Secured Party, as Secured Party may determine, at any time (except as expressly limited in this Section 5) without notice to Debtor and at Debtor's expense, upon the occurrence of an Event of Default, enforce payment of and collect any accounts, by legal proceedings or otherwise, and for such purpose Secured Party may:

(a) Demand payment of any accounts or instruct any account debtors to make payment of accounts directly to Secured Party (whether to a lockbox account or otherwise);

(b) Receive and collect all monies due or to become due to Debtor;

(c) Exercise all of Debtor's rights and remedies with respect to the collection of the accounts;

(d) Settle, adjust, compromise, extend, renew, discharge or release the accounts;

(e) Endorse the name of Debtor upon any chattel papers, documents, instruments, invoices, freight bills, bills of lading or similar documents or agreements relating to accounts or goods pertaining to accounts or upon any checks or other medium of payment or evidence of security interest that may come into Secured Party's possession;

(f) Sign the name of Debtor to verifications of accounts sent by account debtors to Debtor;

(g) Take control in any manner of any cash or noncash items of payment or proceeds of the accounts;

(h) notify the United States Postal Service to change the addresses for delivery of mail addressed to Debtor to such address as Secured Party may designate;

(i) receive, open and dispose of all mail addressed to Debtor; or

(j) Take all other actions necessary or desirable to protect Debtor's interest(s) in the accounts.

Debtor irrevocably authorizes and directs each account debtor to honor any demand by Secured Party that all payments in respect of the accounts thereafter be paid directly to Secured Party. In each such case account debtor may continue directing all such payments to Secured Party until account debtor shall have received written notice from Secured Party either that the Indebtedness has been paid in full or that Secured Party has released its security interest. No account debtor shall have any responsibility to inquire into Secured Party's right to make any such demand or to follow Secured Party's disposition of any moneys paid to Secured Party by account debtor.

Debtor further agrees to use its best efforts to assist Secured Party in the collection and enforcement of the accounts and will not hinder, delay or impede Secured Party in any manner in its collection and enforcement of the accounts.

6. **VERIFICATION OF COLLATERAL.** Secured Party shall have the right to verify all or any Collateral in any manner and through any medium Secured Party may consider appropriate, and Debtor agrees to furnish all assistance and information and perform any acts which Secured Party may reasonably require in connection therewith.

7. **NOTIFICATION AND PAYMENTS.** Secured Party may notify Debtor, in writing at any time after the occurrence of an Event of Default (unless such Event of Default has been waived in writing in the exercise of Lender's sole and absolute discretion) and without waiving in any manner the Security Interest, that any payments on account of and from the Collateral received by Debtor (a) shall be held by Debtor in trust for Secured Party in the same medium in which received, (b) shall not be commingled with any assets of Debtor; and (c) shall be turned over to Secured Party not later than the next business day following the day of their receipt.

8. **EVENTS OF DEFAULT.** This Agreement is executed and delivered subject to the Loan Agreement and reference is hereby made to the Loan Agreement for the provisions relating to the Events of Default (as defined in the Loan Agreement).

(a) Upon the occurrence of an Event of Default (unless such Event of Default has been waived in writing in the exercise of Lender's sole and absolute discretion), Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party. Without in any way limiting the foregoing, Secured Party, upon the occurrence and during the continuance of an Event of Default, may at any time and from time to time, with or without judicial process, enter upon any premises in which any Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral; and/or dispose of any Collateral on any such premises; and/or require Debtor to assemble and make available to Secured Party at the expense of Debtor any Collateral at any place or time designated by Secured Party; and/or remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof. Secured Party may apply the net proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorney's fees and all legal, travel and other expenses incurred by Secured Party in

attempting to collect any part of the Indebtedness or enforcing this Agreement; and then to the Indebtedness in such order of application as Secured Party may elect; and Debtor shall remain liable and will pay to Secured Party on demand the amount of any deficiency remaining, together with interest thereon at the highest rate then payable on the Indebtedness.

(b) Without in any way requiring notice to be given in the following manner, Debtor agrees that any notice by Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular mail, postage prepaid, at least ten (10) days prior to such action, to the address set forth above as the location of Debtor's chief executive office or to any other address which Debtor has specified in writing to Secured Party as the address to which notices hereunder shall be given to Debtor.

(c) Debtor agrees to pay on demand all reasonable costs and expenses incurred by Secured Party in enforcing this Agreement, in realizing upon or protecting any Collateral and in enforcing and collecting any Indebtedness, including, without limitation, if Secured Party retains counsel for advice, suit, insolvency proceedings or any of the above purposes, the reasonable counsel's fees and expenses incurred by Secured Party.

9. **[RESERVED].**

10. **MISCELLANEOUS.**

(a) Debtor hereby appoints Secured Party as attorney-in-fact of Debtor, irrevocably and with power of substitution, in the same manner, to the same extent and with the same effect as if Debtor were to do the same: (A) to file financing statements relating to the Collateral or to execute and file any such financing statement in Debtor's name, all as Secured Party may deem appropriate to perfect and continue the Security Interest (including, an "all asset" financing statement); and (B) upon the occurrence and during the continuance of an Event of Default (i) to make, adjust or settle and receive payment on any insurance claims with respect to the Collateral; (ii) to endorse the name of Debtor on any instruments, documents or other evidences of the Collateral that may come into Secured Party's possession; (iii) to execute proofs of claim and loss or similar documents; (iv) to execute endorsements, assignments or other instruments of conveyance or transfer; and (v) to perform all other acts which Secured Party deems appropriate to protect and preserve the Collateral and to enforce the terms of this Agreement. Debtor ratifies and approves all acts of said attorney-in-fact and agrees that said attorney shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law. This power, being coupled with an interest, is unconditional and irrevocable until the Indebtedness is paid in full and Debtor shall have performed all of its obligations under this Agreement, at which such time this power shall terminate without any additional action required by either party.

(b) Upon Debtor's failure to perform any of its covenants or obligations hereunder, Secured Party may, but shall not be obligated to, perform any or all such covenants or obligations, and Debtor shall pay an amount equal to the expense thereof to Secured Party upon demand by Secured Party, and all such amounts shall become part of the Indebtedness secured hereby.

(c) No course of dealing and no delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative, and are in addition to any and all rights and remedies available to Secured Party under the Uniform Commercial Code and other applicable law in effect from time to time.

(d) Secured Party shall have no obligation to take, and Debtor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all prior parties to any instrument or chattel paper constituting Collateral whether or not in Secured Party's possession. Secured Party shall not be responsible to Debtor for loss or damage resulting from Secured Party's failure to enforce or collect any Collateral or to collect any moneys due or to become due thereunder. Debtor waives protest of any instrument constituting Collateral at any time held by Secured Party on which Debtor is in any way liable and waives notice of any other action taken by Secured Party.

(e) Upon and at any time and from time to time after any occurrence or existence of any Event of Default, Secured Party shall have the right to place an administrative hold on, and setoff against each obligation of Debtor pursuant to this Agreement, each obligation of Secured Party or any affiliate of Secured Party (in any capacity) owing to Debtor, whether now existing or hereafter arising or accruing, whether or not then due. Such setoff shall become effective at the time Secured Party determines even though evidence thereof is not entered in the records of Secured Party until later.

(f) The rights and benefits of Secured Party hereunder shall, if Secured Party so agrees, inure to any party acquiring any interest in the Indebtedness or any part thereof.

(g) Secured Party and Debtor shall include the heirs, distributees, executors or administrators, or successors or assigns, of those parties.

(h) No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be binding except by a written agreement subscribed by Debtor and by a duly authorized officer of Secured Party.

(i) This Agreement and the transaction evidenced hereby shall be construed under the laws of the Commonwealth of Massachusetts as the same may from time to time be in effect. All terms defined in the Uniform Commercial Code, unless otherwise defined in this Agreement or in any financing statement, shall have the definitions set forth in the Uniform Commercial Code adopted in the Commonwealth of Massachusetts, as in effect on the date of this Agreement and as the same may be amended, modified or supplemented from time to time. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.

(j) To the fullest extent permitted by applicable law, Debtor shall not assert, and hereby waives any claim against Secured Party, on any theory of liability, for special, indirect, consequential or punitive damages (but excluding direct or actual damages) arising out of, in connection with or as a result of, this Agreement, any related loan documents, the transactions contemplated hereby or thereby or any loan or the use of the proceeds.

11. CONSENTS AND WAIVERS RELATING TO LEGAL PROCEEDINGS.

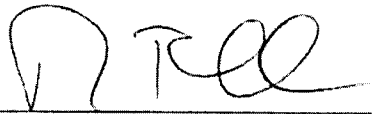
(a) DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY (i) CONSENTS IN EACH ACTION AND OTHER LEGAL PROCEEDING COMMENCED BY SECURED PARTY AND ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, ANY OF THE OBLIGATIONS, ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL TO THE NONEXCLUSIVE PERSONAL JURISDICTION OF ANY COURT THAT IS EITHER A COURT OF RECORD OF THE COMMONWEALTH OF MASSACHUSETTS OR A COURT OF THE UNITED STATES LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS, (ii) WAIVES EACH OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR OTHER LEGAL PROCEEDING, (iii) WAIVES PERSONAL SERVICE OF PROCESS IN EACH SUCH ACTION AND OTHER LEGAL PROCEEDING, AND (iv) CONSENTS TO THE MAKING OF SERVICE OF PROCESS IN EACH SUCH ACTION AND OTHER LEGAL PROCEEDING BY REGISTERED MAIL DIRECTED TO DEBTOR AT THE LAST ADDRESS OF DEBTOR SHOWN IN THE RECORDS RELATING TO THIS AGREEMENT MAINTAINED BY SECURED PARTY, WITH SUCH SERVICE OF PROCESS TO BE DEEMED COMPLETED FIVE DAYS AFTER THE MAILING THEREOF.

(b) DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES EACH RIGHT DEBTOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO AND IN ANY ACTION OR OTHER LEGAL PROCEEDING OF ANY NATURE, RELATING TO (i) THIS AGREEMENT, ANY RELATED LOAN DOCUMENT OR ANY COLLATERAL, (ii) ANY TRANSACTION CONTEMPLATED BY ANY SUCH DOCUMENT, OR (iii) ANY NEGOTIATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT, OR ANY COLLATERAL. DEBTOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL AS NECESSARY AND APPROPRIATE.

[SIGNATURE PAGE FOLLOWS]

Dated this 1st day of July, 2015.

NETBIO, INC.

By: 
Name: Richard F. Selden
Title: Executive Chairman

[Signature Page to Security Agreement]