

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM363185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		11/17/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS SUCCESSOR AGENT		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814-5318		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2879200	GENEWIZ	
Registration Number:	4054259	GENEGROUP	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2060236-0110		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	11/20/2015		
Total Attachments: 6			

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of November 17, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION**, (as the current and resigning administrative agent, the “Retiring Agent”) and **HEALTHCARE FINANCIAL SOLUTIONS, LLC**¹ (as the successor administrative agent together with its successors and assigns, the “Successor Agent”).

RECITALS:

WHEREAS, Genewiz, Inc. as “Grantor”, and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION** as Retiring Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

SUCCESSOR AGENT:

**HEALTHCARE FINANCIAL
SOLUTIONS, LLC**, as Successor Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of February 4, 2015 and filed with the United States Patent and Trademark Office on February 5, 2015 at Reel 5453, Frame 0538

Patent Security Agreement dated as of February 4, 2015 and filed with the United States Patent and Trademark Office on February 5, 2015 at Reel 034895, Frame 0266

Assignment of Intellectual Property Security Agreement

TRADEMARK
REEL: 005673 FRAME: 0613

EXHIBIT B

[See attached]

**SCHEDULE I
TO
SECURITY AGREEMENT**

Patent Registration and Applications

1. REGISTERED PATENT

<u>Grantor</u>	<u>Description</u>	<u>Filing Number</u>
GENEWIZ, Inc.	Zhong-Ping Sun, Shihong Li, Conrad Leung, and Guo-Juan Liao (2010) Method for measuring ADP	USP#8420341

2. PATENT APPLICATIONS

<u>Grantor</u>	<u>Description</u>	<u>Filing Number</u>
GENEWIZ, Inc.	Shihong Li, Shifang Zhang and Conrad Leung (2012) Methods and Compositions for Amplifying and Sequencing DNA or RNA Templates.	U.S. Patent Application No. 13/852,711
GENEWIZ, Inc.	Jun Huang, Hairong Duan, Ginger Zhou, Xin Wu and Shihong Li (2014) Methods and Kits for Identifying Microorganisms in a Sample	U.S. Patent Application No. 14/270,805
GENEWIZ, Inc.	Shihong Li, Narisra Jongkam, Ruqin Kou, Hairong Duan, Ginger Zhou and Shifang Zhang (2014). High Throughput Sequencing Of End Regions of Long Linear DNAs	US provisional patent application# 62055153

**SCHEDULE I
TO
SECURITY AGREEMENT**

Trademarks and IP Licenses

1. TRADEMARKS

<u>Grantor</u>	<u>Description</u>	<u>Filing Number</u>
GENEWIZ, Inc.	Word mark: GENEWIZ Mark drawing code: (3) Design plus word, letters, and/or numbers	Goods & Services IC 042. US 100 101. Mark type: Service mark Registration Number: 2879200 Register: Principal Serial Number: 78208834
GENEWIZ, Inc.	Word mark: GENEGROUP Mark drawing code: (4) Standard character mark	Goods & Services IC 042. US 100 101. Mark type: Service mark Registration Number: 4054259 Register: Supplemental Serial Number: 85211047

2. IP LICENSES

None.