

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDGE BIOSYSTEMS, INC.		12/23/2015	CORPORATION: MARYLAND
ANATRACE PRODUCTS, LLC		12/23/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	OPUS BANK
Street Address:	343 Sansome Street, Suite 540
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	commercial bank: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2030129	HEGA
Registration Number:	2030128	C-HEGA
Registration Number:	2073422	CYMAL
Registration Number:	3432339	LYSOFOS
Registration Number:	3487472	ANATRACE
Registration Number:	2250987	ANAGRADE
Registration Number:	2254935	ANAPOE
Registration Number:	2260439	FOS-CHOLINE
Registration Number:	2260438	SOL-GRADE
Registration Number:	2310817	CYGLU
Registration Number:	2788434	FOS-MEA
Registration Number:	2790690	ANZERGENT
Registration Number:	2790691	ANAMEG
Registration Number:	2886091	PMAL
Registration Number:	2540490	PERFORMA

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 3126095005

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.

Phone: 312-609-7897

Email: hmill@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	47328000010
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NAME OF SUBMITTER:	Holly Miller
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SIGNATURE:	/Holly Miller/
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DATE SIGNED:	12/29/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Trademark Security Agreement*") is made this 23rd day of December, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and **OPUS BANK**, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 23, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among **EDGE BIOSYSTEMS, INC.**, a Maryland corporation ("*EdgeBio*"), **ANATRACE PRODUCTS, LLC**, a Delaware limited liability company ("*Anatrace*" which together with EdgeBio and any additional direct or indirect Subsidiaries of EdgeBio, Anatrace or any IntermediateCo, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum, are sometimes collectively referred to herein as "*Borrowers*" and each individually as a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor except any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EDGE BIOSYSTEMS, INC.,
a Maryland corporation

By: 

Brian M. Wall
Chairman of the Board

ANATRACE PRODUCTS, LLC,
a Delaware limited liability company

By: 

Brian M. Wall
President

(Signature Page to Trademark Security Agreement)

BANK:

**OPUS BANK, a California commercial
bank**

By: 

**Matt Christensen
Senior Managing Director**

CHICAGO/12783688

**TRADEMARK
REEL: 005698 FRAME: 0506**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Anatrace Products, LLC	United States of America	HEGA	75/051,422 / 2030129	1/31/1996 / 1/14/1997
Anatrace Products, LLC	United States of America	C-HEGA	75/051,410 / 2030128	1/31/1996 / 1/14/1997
Anatrace Products, LLC	United States of America	CYMAL	75/051,408 / 2073422	1/31/1996 / 6/24/1997
Anatrace Products, LLC	United States of America	LYSOFOS	77/159,155 / 3432339	4/18/2007 / 5/20/2008
Anatrace Products, LLC	United States of America	ANATRACE	77/254,594 / 3487472	8/14/2007 / 8/19/2008
Anatrace Products, LLC	United States of America	ANAGRADE	75/362,346 / 2250987	9/24/1997 / 6/8/1999
Anatrace Products, LLC	United States of America	ANAPOE	75/362,345 / 2254935	9/24/1997 / 6/22/1999
Anatrace Products, LLC	United States of America	FOS-CHOLINE	75/362,344 / 2260439	9/24/1997 / 7/13/1999
Anatrace Products, LLC	United States of America	SOL-GRADE	75/362,343 / 2260438	9/24/1997 / 7/13/1999
Anatrace Products, LLC	United States of America	CYGLU	75/507,067 / 2310817	6/23/1998 / 1/25/2000
Anatrace Products, LLC	United States of America	FOS-MEA	76/456,059 / 2788434	10/4/2002 / 12/2/2003
Anatrace Products, LLC	United States of America	ANZERGENT	76/456,060 / 2790690	10/4/2002 / 12/9/2003
Anatrace Products, LLC	United States of America	ANAMEG	76/456,061 / 2790691	10/4/2002 / 12/9/2003
Anatrace Products, LLC	United States of America	PMAL	76/548,684 / 2886091	9/16/2003 / 9/21/2004
Edge Biosystems, Inc.	United States of America	PERFORMA	76297288 / 2540490	08/09/2001 / 02/19/2002

Trade Names

None

Common Law Trademarks

None