

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETBIO, INC.		10/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EASTWARD FUND MANAGEMENT, LLC		
Street Address:	432 CHERRY STREET		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	finkp@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:	PRUDENCE N. FINK		
SIGNATURE:	/Prudence N. Fink/		

OP \$190.00 85678816

DATE SIGNED:

02/09/2016

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made as of this 16th day of October, 2015, by NetBio, Inc., a Delaware Corporation with an office at 266 Second Avenue, Waltham, Massachusetts 02451 ("NetBio" or "Lessee"), in favor of Eastward Fund Management, LLC, a Delaware limited liability company with an office at 432 Cherry Street, West Newton, Massachusetts 02465 ("Eastward" or "Lessor").

W I T N E S S E T H:

WHEREAS, pursuant to that Master Lease Agreement No. 629 dated as of January 29, 2015 and as amended on October 16, 2015, by and among NetBio as Lessee and Eastward as Lessor to lease that certain Equipment to NetBio pursuant to the terms and conditions thereof (the "Master Lease 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, NetBio hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Master Lease Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. NetBio hereby grants to Eastward, a first priority security interest in all of NetBio's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of NetBio's patents and patent applications listed on Schedule A to this IP Security Agreement (collectively, "Patents") and all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(b) all of NetBio's trademarks and trademark applications listed on Schedule B to this IP Security Agreement (collectively, "Trademarks") (except for any applications filed in the United States Patent and Trademark Office on the basis of applicant's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or resulting registration).

3. SECURITY FOR OBLIGATIONS. This IP Security Agreement and the security interest created hereby secure the payment and performance of all of NetBio's obligations as provided in the Master Lease Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the obligations that would be owed by NetBio to Eastward as required by the Master Lease Agreement.

4. MASTER LEASE AGREEMENT. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Eastward pursuant to the Master Lease Agreement. NetBio hereby acknowledges and affirms that the rights and remedies of Eastward with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Master Lease Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If NetBio shall obtain rights to any new Patents or Trademarks, this Intellectual Property Security Agreement shall automatically apply thereto. NetBio shall give prompt notice in writing to Eastward with respect to any such new Patents or Trademarks. Without limiting NetBio's obligations under this Section 5, NetBio hereby authorizes Eastward unilaterally to modify this Intellectual Property Security Agreement by amending either or both of Schedule A to include any such new Patents and Schedule B to include any such new Trademarks. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend either or both of Schedule A or Schedule B shall in any way affect, invalidate or detract from Eastward's continuing security interest in all Intellectual Property Collateral, whether or not listed on either one of Schedule A or Schedule B.

6. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Intellectual Property Security Agreement or any other related document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Intellectual Property Security Agreement or any other related document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Intellectual Property Security Agreement or any other related document refer to this Intellectual Property Security Agreement or such other related document, as the case may be, as a whole and not to any particular provision of this Intellectual Property Security Agreement or such other related document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Intellectual Property Security Agreement unless otherwise specified. Any reference in this Intellectual Property Security Agreement or in any other related document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other related document to the satisfaction or repayment in full of the obligations shall mean the repayment in full in accordance with the terms of the Master Lease Agreement of all obligations other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF MASSACHUSETTS.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed and delivered by its respective duly authorized officers as of the date first set forth above.

NetBio, Inc.,
a Delaware corporation

By: 
Name: Dr. Richard F. Selden
Title: Chief Executive Officer

Eastward Fund Management, LLC,
a Delaware limited liability company

By: 
Name: Dennis P. Cameron
Title: Authorized Person

SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Docket No.	Title	Country	Serial/Publication/Patent No.	Filing Date
54862-002AUD1D1	System for Finding the Detection Zone or Position of Separation Channels in an Electrophoresis System and Method	AU	2014200603	5/16/2006
54862-002C2	Ruggedized Apparatus for Analysis of Nucleic Acid and Proteins	US	13/482,765	5/29/2012
54862-002C2C1	Ruggedized Apparatus for Analysis of Nucleic Acid and Proteins	US	13/835,347	3/15/2013
54862-002C2C2-P	Ruggedized Apparatus for Analysis of Nucleic Acid and Proteins	US	13/834,226	3/15/2013
54862-002CA	Ruggedized Apparatus for Analysis of Nucleic Acid and Proteins	CA	2609016	5/16/2006
54862-002EPD1	Ruggedized Apparatus for Analysis of Nucleic Acid and Proteins	EP	13196936.2	5/16/2006
54862-003AUD1	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	AU	2014271310	4/4/2008
54862-003CA	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	CA	2682761	4/4/2008
54862-003D1	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	US	13/040,156	3/3/2011
54862-003EP	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	EP	08742602.9	4/4/2008
54862-003IN	Methods for Rapid Multiplexed Amplification	IN	3583/KOLNP/2009	4/4/2008

	of Target Nucleic Acids			
54862-003JP	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	JP	2010-502155	4/4/2008
54862-003JPD2	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	JP	2013-218594	4/8/2008
54862-003KR	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	KR	10-2009-7022841	4/4/2008
54862-003TWD1	Methods for Rapid Multiplexed Amplification of Target Nucleic Acids	TW	101144403	6/10/2008
54862-004AUD1	Integrated Nucleic Acid Analysis	AU	2014204426	4/4/2008
54862-004C1	Integrated Nucleic Acid Analysis	US	13/191,952	7/27/2011
54862-004CA	Integrated Nucleic Acid Analysis	CA	2,682,758	4/4/2008
54862-004EP	Integrated Nucleic Acid Analysis	EP	08727302.5	4/4/2008
54862-004IN	Integrated Nucleic Acid Analysis	IN	3582/KOLNP/2009	4/4/2008
54862-004JP	Integrated Nucleic Acid Analysis	JP	2010-502152	4/4/2008
54862-004KR	Integrated Nucleic Acid Analysis	KR	10-2009-7023091	4/4/2008
54862-004TWD1	Integrated Microfluidic Systems for Nucleic Acid Analysis (as amended 3/4/13)	TW	102123058	6/10/2008
54862-005AUD1	Plastic Microfluidic Separation and Detection Platforms	AU	2013204473	4/4/2008
54862-005C1	Plastic Microfluidic Separation and Detection Platforms	US	13/569,971	8/8/2012

54862-005CA	Plastic Microfluidic Separation and Detection Platforms	CA	2,682,734	4/4/2008
54862-005EP	Plastic Microfluidic Separation and Detection Platforms	EP	08742557.5	4/4/2008
54862-005EPD1	Plastic Microfluidic Separation and Detection Platforms	EP	TBD	4/4/2008
54862-005IN	Plastic Microfluidic Separation and Detection Platforms	IN	3804/KOLNP/2009	4/4/2008
54862-005JPD1	Plastic Microfluidic Separation and Detection Platforms	JP	2013-089612	4/4/2008
54862-005JPD1D1	Plastic Microfluidic Separation and Detection Platforms	JP	2014-160681	4/4/2008
54862-005KR	Plastic Microfluidic Separation and Detection Platforms	KR	10-2009-7022842	4/4/2008
54862-005TW	Plastic Microfluidic Separation and Detection Platforms	TW	097121585	6/10/2008
54862-005TWD1	Plastic Microfluidic Separation and Detection Platforms	TW	102128004	6/10/2008
54862-006	Nucleic Acid Purification	US	12/699,564	2/3/2010
54862-006AU	Nucleic Acid Purification	AU	2010210666	2/3/2010
54862-006AUD1	Nucleic Acid Purification	AU	2013205155	2/3/2010
54862-006C1	Nucleic Acid Purification	US	13/025,923	2/11/2011
54862-006CA	Nucleic Acid Purification	CA	2751455	2/3/2010
54862-006EP	Nucleic Acid Purification	EP	10732498.0	2/3/2010
54862-006IN	Nucleic Acid Purification	IN	1640/MUMNP/2011	2/3/2010
54862-006JP	Nucleic Acid Purification	JP	2011-549235	2/3/2010

54862-006KR	Nucleic Acid Purification	KR	10-2011-7020324	2/3/2010
54862-006NZD1	Nucleic Acid Purification	NZ	620826	2/3/2010
54862-007	Methods for Forensic DNA Quantitation	US	12/816,370	6/15/2010
54862-007EP	Microfluidic Methods for Forensic DNA Quantitation	EP	10725910.3	6/15/2010
54862-007JP	Improved Methods for Forensic DNA Quantitation	JP	2012-516061	6/15/2010
54862-008	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	US	13/044,485	3/9/2011
54862-008AU	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	AU	2011224387	3/9/2011
54862-008AUD1	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	AU	2013204387	3/9/2011
54862-008AUD2	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	AU	2013204367	3/9/2011
54862-008AUD2D1	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	AU		
54862-008CA	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	CA	2792249	3/9/2011
54862-008CN	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	CN	201180023153.2	3/9/2011
54862-008CPC1-P	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	US	13/826,592	3/14/2013

54862-008CPC2	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	US	13/829,263	3/14/2013
54862-008CPC3	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	US	14/276,993	5/13/2014
54862-008EP	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	EP	11720209.3	3/9/2011
54862-008HK	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	HK	13108376.2	3/9/2011
54862-008IN	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	IN	2567/KOLNP/2012	3/9/2011
54862-008JP	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	JP	2012-557227	3/9/2011
54862-008KR	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	KR	10-2012-7026428	3/9/2011
54862-008NZD1	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	NZ	628267	3/9/2011
54862-008NZD2	Unitary Biochip Providing Sample-in to Results-out Processing and Methods of Manufacture	NZ	702814	3/9/2011
54862-009	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	US	13/469,971	5/11/2012
54862-009AU	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	AU	2012253271	5/11/2012

54862-009C1-P	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	US	13/804,881	3/14/2013
54862-009CA	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	CA	2835620	5/11/2012
54862-009CN	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	CN	201280032757.8	5/11/2012
54862-009EP	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	EP	12782356.5	5/11/2012
54862-009IN	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	IN	3350/KOLNP/2013	5/11/2012
54862-009JP	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	JP	2014-510510	5/11/2012
54862-009KR	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	KR	10-2013-7033117	5/11/2012
54862-009NZ	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	NZ	618848	5/11/2012
54862-009TW	Methods and Compositions for Rapid Multiplex Amplification of STR Loci	TW	101117168	5/14/2012

SCHEDULE B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Docket No.	Mark	Country	Application No.	Filing Date	Registration No.	Registration Date
54862010US	BIOCHIPSET	US	85/678,816	7/17/2012	4,607,387	9/16/2014
54862011US	NETBIO RAPID DNA ANALYSIS	US	85/694,467	8/3/2012		
54862012US	NETBIO FOCUSED CLINICAL SEQUENCING	US	85/694,451	8/3/2012		
54862013US	NETBIO RAPID FOCUSED SEQUENCING	US	85/694,464	8/3/2012		
54862015US	KINPLEX	US	85/175,174	11/12/2010		
54862018US	NETBIO	US	85/085,133	7/15/2010		
54862019AU	NETBIO	AU	1404299	1/17/2011	1404299	7/13/2012
54862020CH	NETBIO	CH	50578/2011	1/17/2011	629295	
54862021EU	NETBIO	EU	9661901	1/17/2011	9661901	1/23/2012
54862022HK	NETBIO	HK	301811925	1/15/2011	301811925	1/15/2011
54862023IN	NETBIO	IN	2085863	1/17/2011		
54862024JP	NETBIO	JP	2011-2200	1/17/2011	5617038	9/20/2013
54862025KR	NETBIO	KR	45-2011- 0000226	1/17/2011	45-0042833	12/24/2012
54862026NO	NETBIO	NO	201100565	1/17/2011	260669	7/6/2011

54862027NZ	NETBIO	NZ	835918	1/17/2011	835918	7/15/2010
54862028TW	NETBIO	TW	100002572	1/17/2011		
54862029US	FLEXPLEX	US	86/219,276	3/12/2014		