

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED ANIMAL DIAGNOSTICS, INC.		10/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4866561	QSCORE	
Registration Number:	4467338	INFORMATION THAT COUNTS	
Registration Number:	4561058	QSCOUT	
Registration Number:	4337852	AAD ADVANCED ANIMAL DIAGNOSTICS	
Registration Number:	4467337	AAD ADVANCED ANIMAL DIAGNOSTICS	
Registration Number:	3763977	QUICK SMEAR	
Serial Number:	87092815	QDRAW	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlplawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	10/20/2016		

OP \$190.00 4866561

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 20, 2016 by and between SILICON VALLEY BANK (“Bank”) and ADVANCED ANIMAL DIAGNOSTICS, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated March 11, 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 (other than applications for Trademarks filed on an “intent to use” basis until the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise) 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.

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 Bank.

Grantor hereby authorizes Bank 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.

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 Bank 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 Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Commonwealth of Virginia 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.

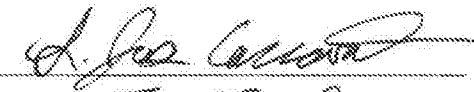
GRANTOR:

ADVANCED ANIMAL DIAGNOSTICS,
INC.


By: V. Jayaram
Title: Vice President

BANK:

SILICON VALLEY BANK


By: James Caccavaro
Title: vice president

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005904 FRAME: 0907

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MICROFLUIDIC CHAMBER ASSEMBLY FOR MASTITIS ASSAY	20140315242 14/105662	10/23/2014 12/13/2013
RAPID DETECTION OF ANALYTES IN LIQUID SAMPLES	9,052,315 20130302788 13/889744	06/09/2015 11/14/2013 05/08/2013
SAMPLE COLLECTION DEVICE ASSEMBLY	D720468 29444213	12/30/2014 01/28/2013
MICROFLUIDIC DEVICE AND LEUCOCYTE ANTIGEN MEDIATED MICROFLUIDIC ASSAY	9,023,641 11/568,832 PCT/US2005/016974	05/05/2015 05/13/2005 08/17/2006
MICROFLUIDIC CHAMBER ASSEMBLY FOR MASTITIS ASSAY	20090233329 12294037	09/17/2009 09/22/2008
DIAGNOSTIC APPARATUS	20140233098 14239208	08/21/2014 02/17/2014
SYSTEM AND METHOD FOR AUTOMATED DIAGNOSIS	20150037835 14239383	02/05/2015 02/18/2014
RAPID DETECTION OF ANALYTES IN LIQUID SAMPLES	20150072880 14239660	03/12/2015 02/19/2014
SAMPLE CARTRIDGE AND SAMPLE STAGE	20140315283 14239894	10/23/2014 02/20/2014
AUTOFOCUS METHOD FOR IMAGING A BIOLOGICAL SAMPLE AND CARTRIDGE FOR USE THEREIN	20140186859 14240202	07/03/2014 02/21/2014
RAPID DETECTION OF ANALYTES IN LIQUID SAMPLES	20140363882 14274086	12/11/2014 05/09/2014
SAMPLE COLLECTION AND TRANSFER ASSEMBLY AND RELATED METHODS	20150126904 14394900	05/07/2015 10/16/2014
DIAGNOSTIC APPARATUS INCLUDING PASSIVE AUTOLOADER	20160291308 15023604	10/06/2016 03/21/2016

MICROFLUIDIC DEVICE AND LEUCOCYTE ANTIGEN MEDIATED MICROFLUIDIC ASSAY	20150275163 14/679,430	10/01/2015 04/06/2015
RAPID DETECTION OF ANALYTES IN LIQUID SAMPLES	20150233919 14/700,753	08/20/2015 04/30/2015
DIAGNOSTIC APPARATUS	20140009596 13/928,741 14/329,074 62/288,872 62/311,706 62/375,584	04/09/2014 06/27/2013 07/11/2014 1/29/2016 3/22/2016 8/16/2016
Expired	62/169,177	6/1/2015
Expired	62/198,402	7/29/2015
Expired	61/821,486	05/09/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
QDRAW	87092815	07/05/2016
QSCORE	4866561	12/08/2015
INFORMATION THAT COUNTS	4467338	01/14/2014
QSCOUT	4561058	07/01/2014
AAD ADVANCED ANIMAL DIAGNOSTICS	4337852	05/21/2013
AAD ADVANCED ANIMAL DIAGNOSTICS	4467337	01/14/2014
QUICK SMEAR	3763977	03/23/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE