

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hycor Biomedical LLC		02/24/2017	Limited Liability Company: DELAWARE
Hycor Holdings Inc.		02/24/2017	Corporation: DELAWARE
Porscha Cooperatief U.A		02/24/2017	Company: NETHERLANDS
Bio Crest, B.V.		02/24/2017	Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	GPB Debt Holdings II, LLC		
Street Address:	535 W. 24TH ST.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3931538	AUTOSTAT II	
Registration Number:	3958257	HYCOR	
Registration Number:	3989801	HYCOR	
Registration Number:	3914763	HY·TEC	
Registration Number:	1762659	STEPSAVER	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	115681-0001		

CH \$140.00 3931538

NAME OF SUBMITTER:	Jennifer Kagan, Paralegal
SIGNATURE:	/jenniferkagan/
DATE SIGNED:	03/01/2017
Total Attachments: 10 source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page1.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page2.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page3.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page4.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page5.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page6.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page7.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page8.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page9.tif source=Intellectual Property Security Agreement GPB HYCOR 022417 EXECUTED#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated February 24, 2017, is made by and among Hycor Biomedical LLC, a Delaware limited liability company (the “**Company**”), Hycor Holdings Inc., a Delaware corporation (“**Hycor**”), Porscha Cooperatief U.A., a Netherlands company (“**Porscha**”), and Bio Crest, B.V., a Netherlands company (“**Bio Crest**,” and collectively with Hycor, Porscha, the Company, and with each additional “Grantor” joined to this Agreement from time to time hereunder, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of GPB Debt Holdings II, LLC, a Delaware limited liability company (the “**Purchaser**”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company, Hycor and the Purchaser are parties to that certain Securities Purchase Agreement, dated the date hereof, pursuant to which (i) the Company shall be required to sell, and the Purchaser shall purchase or have the right to purchase, the “**Initial Note**” (as defined therein) and upon the fulfillment of certain conditions set forth in the Securities Purchase Agreement, the “**Second Note**” (as defined therein) issued pursuant thereto, the “**Third Note**” (as defined therein) issued pursuant thereto and the “**Fourth Note**” (as defined therein) issued pursuant thereto (as such Initial Note, Second Note, Third Note and Fourth Note may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, the Initial Note, the Second Note, the Third Note and the Fourth Note being collectively referred to as “**Notes**”);

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that the Grantors have executed and delivered that certain Security Agreement, dated the date hereof, made by the Grantors to the Purchaser (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Purchaser a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement (the “**IP Security Agreement**”) for recording with the U.S. Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Company.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Purchaser to perform under the Securities Purchase Agreement, the Grantors agree as follows:

SECTION 1. Confirmation of Grant of Security. The Grantors hereby confirm their grant to the Purchaser of a security interest in all of their right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States 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), together with the goodwill symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, post-grant proceedings, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors secures the payment of Obligations (as defined in the Security Agreement) of the Company now or hereafter existing.

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State

of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) The Grantors hereby each irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 5.4 of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Purchaser from bringing suit or taking other legal action against each Grantor in any other jurisdiction to collect on the Grantor's obligations or to enforce a judgment or other court ruling in favor of the Purchaser.

(iii) WAIVER OF JURY TRIAL, ETC. EACH OF THE GRANTORS IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) The Grantors irrevocably and unconditionally waive any right each may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

[signature page to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

HYCOR BIOMEDICAL LLC

By *Victor Miller*
Name: *Victor Miller*
Title: Secretary

HYCOR HOLDINGS INC.

By *Victor Miller*
Name: *Victor Miller*
Title: Secretary

BIO CREST B.V.

By *Richard Aderman*
Name: Richard Aderman
Title: Director

PORSCHA COOPERATIEF U.A.

By _____
Name:
Title

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

HYCOR BIOMEDICAL LLC

By _____
Name:
Title:

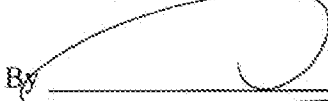
HYCOR HOLDINGS, INC.

By _____
Name:
Title:

BIO CREST B.V.

By _____
Name:
Title:

PORSCHA COOPERATIEF U.A.

By  _____
Name: *D.C. [unclear] (Melade Ther Management B)*
Title: *Director*

[Signature page Grantors to Intellectual Property Security Agreement]

EXECUTION COPY

IN WITNESS WHEREOF, the Purchaser has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GPB DEBT HOLDINGS II, LLC

By: _____

Name: *David Gentile*

Title: *Authorized Signatory*

Address for Notices:

535 West 24th Street, Floor 4

New York, NY 10011

Attention: Dustin Muscato

[Signature page to Intellectual Property Security Agreement]

Schedule A


Patents

<u>Grantor</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Issue Date</u>
Hycor Biomedical LLC	Automated immunoanalyzer system for performing diagnostic assays for allergies and autoimmune diseases	14/215,720	03/17/2014
Hycor Biomedical LLC	Automated immunoanalyzer system for performing diagnostic assays for and infectious autoimmune diseases	14/673,698	03/30/2015
Hycor Biomedical LLC	Automated immunoanalyzer system for performing diagnostic assays for and infectious autoimmune diseases	14/673,647	03/30/2015
Hycor Biomedical LLC	Device and associated methods for performing luminescence and fluorescence measurements of a sample	9,075,055	07/07/2015
Hycor Biomedical LLC	Device and associated methods for performing luminescence and fluorescence measurements of a sample	14/634,011	02/27/2015
Hycor Biomedical LLC	Device and associated methods for performing luminescence and fluorescence measurements of a sample	14/634,061	02/27/2015
Hycor Biomedical LLC	Automated immunoanalyzer system for performing diagnostic assays for autoimmune and infectious diseases	PCT/US2015/023408	03/30/2015
Hycor Biomedical LLC	Apparatuses and methods for suspending and washing the contents of a plurality of cuvettes	PCT/US2016/019392	02/24/2016
Hycor Biomedical LLC	Customization instrument	PCT/US2016/042101	07/13/2016
Hycor Biomedical LLC	On-board kitting	PCT/US2016/043873	07/25/2016

<u>Grantor</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Issue Date</u>
Hycor Biomedical LLC	Immunoassay system capable of suggesting assays based on input data	62/415,876	11/01/2016
Hycor Biomedical LLC	Apparatuses and methods for mixing fluid or media by vibrating a pipette using transient and steady-state intervals	62/458,095	02/13/2017

Schedule B

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>
Hycor Biomedical LLC	AUTOSTAT II	3,931,538	3/15/2011
Hycor Biomedical LLC	HYCOR	3,958,257	5/10/2011
Hycor Biomedical LLC	HYCOR & Design 	3,989,801	7/5/2011
Hycor Biomedical LLC	HY·TEC	3,914,763	2/1/2011
Hycor Biomedical LLC	STEPSAVER	1,762,659	4/6/1993

Schedule C

Copyrights

None