

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420701

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Medcison, LLC | | 02/24/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BroadOak Fund II, LLC | | |
| Street Address: | 4800 Montgomery Lane, Suite 230 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85563050 | MEDCISION | |
| Serial Number: | 86125959 | COOLSTATION | |
| Serial Number: | 86289802 | THAWSTAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3108836500 | | |
| <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: | 3108836400 | | |
| Email: | trademarks@cooley.com | | |
| Correspondent Name: | Thomas Hadid of Cooley LLP | | |
| Address Line 1: | 1299 Pennsylvania Avenue, NW, Suite 700 | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | 330310-101 | | |
| NAME OF SUBMITTER: | Drue Anne Koons | | |
| SIGNATURE: | /Drue Anne Koons/ | | |
| DATE SIGNED: | 03/22/2017 | | |
| Total Attachments: 7 | | | |
| source=Medcison BroadOak Fund II IP Security Agreement#page1.tif | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of February 24, 2017, is made by MEDCISION, LLC, a Delaware limited liability company, located at 101 Glacier Point Road, Suite E, San Rafael, CA 94901 (“**Grantor**”) in favor of BroadOak Fund II, LLC, a Delaware limited liability company, located at 4800 Montgomery Lane, Suite 230, Bethesda, MD 20814 (the “**Collateral Agent**”), as collateral agent for the Secured Parties (as defined in the Security Agreement).

WHEREAS, the Grantor has entered into a Secured Subordinated Term Note Purchase and Exchange Agreement dated as of the date hereof (the “**Note Purchase Agreement**”), with the Secured Parties.

WHEREAS, the Grantor and Collateral Agent are parties to that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, in each case, solely to the extent constituting Collateral (as defined in the Security Agreement) (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, IP Collateral shall not include (i) any intent to use trademark filings and (ii) any license or other agreement that does not permit any assignment of such license or agreement or the property covered therein, other than to the extent that any prohibition on assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any other Section) of Division 9 of the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Delaware or in such other jurisdiction as may govern the attachment, perfection or priority of Secured Parties’ security interest in any IP Collateral due to mandatory provisions of law.

2. Recordation. The 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 IP Security Agreement upon request by the Secured Parties.

3. Loan Documents. This IP Security Agreement has been entered into in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent and other Secured Parties with respect to the IP Collateral are as provided by the Note Purchase Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

MEDCISION, LLC

DocuSigned by:
By: Ron DiNocco
282E0D1F130948A...

Name: Ron DiNocco
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

BROADOAK FUND II, LLC, as
collateral agent

By: _____

Name: William Snider
Title: Manager

IN WITNESS WHEREOF, the 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.

MEDCISION, LLC

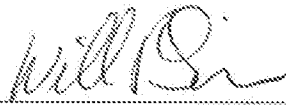
By: _____

Name: Ron DiNocco

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

BROADOAK FUND II, LLC, as
collateral agent

By:  _____

Name: William Snider

Title: Manager

Schedule 1

Issued Patents

Pending Patent Applications

| File No. | Title | Serial No. | Filing Date | Patent/Pub No. | Issue/Pub Date |
|-----------------|---|-------------------|--------------------|-----------------------|-----------------------|
| 18045.72 | Vial Sleeve (will divisionalize with Amgen per Letter Agreement of 11-9-16) | 62/336,242 | May 13, 2016 | -- | -- |
| 18045.73 | Dry Shipping Protective Racks | 62/413,861 | October 27, 2016 | -- | -- |
| 096282-0964612 | Cryogenic Workstation Using Nitrogen (US) | 14/895,488 | December 2, 2015 | US 2016-0143270 A1 | May 26, 2016 |
| 096282-0964611 | Cryogenic Systems (US) | 14/895,484 | December 2, 2015 | US 2016-0114326 A1 | April 28, 2016 |
| 096282-0965961 | Cryogenic Workstations Using Nitrogen (CN) | 2014800384 06.7 | January 4, 2016 | CN 105492819 A | April 13, 2016 |
| 096282-0965962 | Cryogenic Workstations Using Nitrogen (JP) | 2016-518418 | December 3, 2015 | JP 2016-518418 | April 15, 2016 |
| 096282-0965117 | Cryogenic Workstations Using Nitrogen (EP) | 14 807960.1 | December 21, 2015 | EP 3004720 | April 13, 2016 |
| 096282-0965116 | Cryogenic Systems (EP) | 14 807189.7 | December 18, 2015 | EP 3003024 | April 13, 2016 |
| 96282-937745 | Systems, Devices, and Methods for Automated Sample Thawing (US) | 14/712120 | May 14, 2015 | US 2015-0334774 | November 19, 2015 |
| 96282-943878 | Systems, Devices, and Methods for Automated Sample Thawing (PCT) | 15/030852 | May 14, 2015 | PCT WO2015175819 | November 19, 2015 |

| | | | | | |
|--------------|---|------------|----|----|----|
| 96282-943878 | PCT above will be nationalized in the EU, CA, SG, CN, SK, and JP in November 2016 | | | | |
| 96282-XXXXX | Hand Held Replaceable Jaw Dry Thawer | In process | -- | -- | -- |
| 96282-XXXXX | Dry Thawer for Cryobags | In process | -- | -- | -- |
| 96282-XXXXX | Clinical Rigid Vessel Dry Thawer | In process | -- | -- | -- |

Abandoned Patent Applications

| File No. | Title | Serial No. | Filing Date | Patent/Pub No. | Issue/Pub Date |
|--------------|---------------------------|------------|--------------|----------------|----------------|
| 96282-908398 | Cryogenic Shipping System | 61/992,808 | May 13, 2014 | -- | -- |

Trademarks

| File No. | Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|----------|----------------|-------------|-------------------|------------------|-------------------|
| 18045.24 | MEDCISION | 85/563,050 | March 7, 2012 | 5,151,370 | February 28, 2017 |
| 18045.57 | COOLSTATION | 86/125,959 | November 21, 2013 | 4,673,958 | January 20, 2015 |
| 18045.64 | THAWSTAR | 86/289,802 | May 22, 2014 | 4,878,189 | December 29, 2015 |
| 18045.68 | THAWSTAR – CTM | 013479902 | November 21, 2014 | | |
| 18045.69 | THAWSTAR - CN | 15771477 | November 24, 2014 | | |
| 18045.70 | THAWSTAR - JP | 2014-098534 | November 21, 2014 | 5748124 | March 6, 2015 |