

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448698

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cynvenio Biosystems, Inc.		10/26/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simon Raab		
<b>Street Address:</b>	2692 Sycamore Canyon Road		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93108		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	Frederick Gluck		
<b>Street Address:</b>	743 San Ysidro Road		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93108		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	Justin Xiang		
<b>Street Address:</b>	275 Madison Ave., 39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85728842	BIOMOLDED PRODUCTS	
<b>Serial Number:</b>	77673201	CYNVENIO BIOSYSTEMS	
<b>Serial Number:</b>	85108589	LIQUIDBIOPSY	
<b>Serial Number:</b>	86692989	CLEARID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8059663320		

OP \$115.00 85728842

***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:** 805-966-2440  
**Email:** smartin@rppmh.com  
**Correspondent Name:** Michael E. Pfau  
**Address Line 1:** 1421 State Street, Ste. B  
**Address Line 4:** Santa Barbara, CALIFORNIA 93101

<b>NAME OF SUBMITTER:</b>	Michael E. Pfau
<b>SIGNATURE:</b>	/s/ Michael E. Pfau
<b>DATE SIGNED:</b>	10/26/2017

**Total Attachments: 5**

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source=Trademark Security Agreement-Signed#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Trademark Security Agreement"), dated as of October 26, 2017, is made and entered into by CYNVENIO BIOSYSTEMS, INC., a Delaware corporation ("Debtor"), in favor of FREDERICK W. GLUCK, SIMON RAAB and JUSTIN XIANG, in their capacities as "Collateral Agent" (in such capacity, the "Collateral Agent") for the persons and entities listed as "Creditors" on SCHEDULE 1 to that certain Intercreditor Agreement dated concurrently herewith by and among the Collateral Agent and such "Creditors," as amended from time to time (collectively, "Secured Parties," and each individually, a "Secured Party"), with reference to the following facts:

### RECITALS:

A. Pursuant to that certain Convertible Secured Promissory Note Purchase Agreement dated concurrently herewith by and between Debtor and the "Investors" named on Exhibit A thereto (the "Purchase Agreement"), Debtor is authorized to issue certain "Convertible Secured Promissory Notes" in the aggregate maximum principal amount of Three Million Dollars (\$3,000,000) (collectively, the "Notes").

B. As an inducement to the Investors (each of whom or which is a Secured Party) to accept the Notes, Debtor has agreed to grant to Secured Parties a first-priority lien in Debtor's assets, including its trademarks, to secure the Notes.

C. Secured Parties are willing to make the loan on the terms and conditions set forth in the Purchase Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to each of them the Purchase Agreement, that certain Security Agreement dated concurrently herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and this Trademark Security Agreement.

D. The parties hereto agreed to execute this Trademark Security Agreement to memorialize the terms and conditions on which Debtor shall grant a first-priority security interest in and to Debtor's trademarks to Secured Parties.

### AGREEMENTS:

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, Debtor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Debtor hereby grants, pledges, and assigns to Collateral Agent for the benefit of Secured Parties a continuing first-priority security interest (the "First Priority Lien") in all of Debtor's right, title and interest in, to and under (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any

trademarks set forth on **SCHEDULE 1** hereto (collectively, the "Trademarks"), and (b) the right to obtain all renewals thereof. The First Priority Lien described in this Section 1 is subject to (i) tax, materialmen's or the like liens for obligations due and not yet payable, and (ii) purchase money security interests in equipment or other fixed or capital assets (including capital leases).

**2. OBLIGATIONS SECURED.** The obligations ("Obligations"), whether now existing or arising hereafter, secured by this Trademark Security Agreement shall include (a) the payment of all principal and interest on the Notes, and the performance by Debtor of the additional obligations set forth in the Notes, the Security Agreement, this Trademark Security Agreement, and the Purchase Agreement; (b) all payments made or expenses incurred by Secured Parties and Collateral Agent, including, but not limited to, reasonable attorneys' fees and legal expenses in the exercise, preservation or enforcement of any of the rights, powers or remedies of Secured Parties or in the enforcement of the obligations of Debtor under the Purchase Agreement, this Trademark Security Agreement, the Security Agreement, or the Notes and including any such payments or expenses of the Collateral Agent; and (c) any obligations of Debtor to Secured Parties or Collateral Agent arising from amendments, modifications, renewals or extensions of any of the foregoing obligations.

**3. SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent on behalf of Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

**4. TERMINATION.** Upon the termination of the Security Agreement in accordance with Section 8 thereof, the Collateral Agent shall, at the expense of Debtor, execute, acknowledge, and deliver to Debtor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the Trademarks.

**5. AUTHORIZATION TO SUPPLEMENT.** If Debtor shall obtain rights to any trademarks or become entitled to the benefit of any trademark application, the provisions of this Trademark Security Agreement shall automatically apply thereto, subject to the terms of the Security Agreement. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new trademark rights as provided in the Security Agreement.

**6. COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, Debtor and Collateral Agents have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

"DEBTOR:"

"COLLATERAL AGENT:"

CYNVENIO BIOSYSTEMS, INC., a Delaware corporation



By: Michael E. Pfau, Secretary



Frederick W. Gluck

**Address, Facsimile No. & Email for Notices:**

Cynvenio Biosystems, Inc.  
Attn: Chief Executive Officer  
2260 Townsgate Rd., Suite 2  
Westlake Village, CA 91361

Facsimile No.: (508) 464-8538

**with a copy to:**

Reicker, Pfau, Pyle & McRoy  
Attn.: Michael E. Pfau, Esq.  
1421 State Street, Suite B  
P.O. Box 1470  
Santa Barbara, CA 93102-1470

Facsimile No.: (805) 966-3320  
Email: [mpfau@rppmh.com](mailto:mpfau@rppmh.com)



Simon Raab

Justin Xiang

**Address, Facsimile No. & Email for Notices:**

Frederick W. Gluck  
743 San Ysidro Road  
Santa Barbara, CA 93108

Email: [FredGluck@FredGluck.com](mailto:FredGluck@FredGluck.com)

**With a copy to:**

Simon Raab  
2692 Sycamore Canyon Road  
Santa Barbara, CA 93108

Email: [sraab@cynvenio.com](mailto:sraab@cynvenio.com)

**And a copy to:**

Justin Xiang  
Syno Capital  
275 Madison Ave., 39th Floor  
New York, New York 10016

Email: [justin.xiang@synocapital.com](mailto:justin.xiang@synocapital.com)

SIGNATURE PAGE  
TO  
TRADEMARK SECURITY AGREEMENT  
CYNVENIO BIOSYSTEMS, INC.

TRADEMARK  
REEL: 006190 FRAME: 0979

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"COLLATERAL AGENT:"

CYNVENIO BIOSYSTEMS, INC., a Delaware corporation

By \_\_\_\_\_  
Michael E. Pfau, Secretary

\_\_\_\_\_  
Frederick W. Gluck

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Attn: Chief Executive Officer  
2260 Townsgate Rd., Suite 2  
Westlake Village, CA 91361

Facsimile No.: (508) 464-8538

**with a copy to:**

Reicker, Pfau, Pyle & McRoy  
Attn: Michael E. Pfau, Esq.  
1421 State Street, Suite B  
P.O. Box 1470  
Santa Barbara, CA 93102-1470

Facsimile No.: (805) 966-3320  
Email: [mpfau@rppmh.com](mailto:mpfau@rppmh.com)

\_\_\_\_\_  
Simon Raab

\_\_\_\_\_  
Justin Xiang

**Address, Facsimile No. & Email for Notices:**

Frederick W. Gluck  
743 San Ysidro Road  
Santa Barbara, CA 93108

Email: [FredGluck@FredGluck.com](mailto:FredGluck@FredGluck.com)

**With a copy to:**

Simon Raab  
2692 Sycamore Canyon Road  
Santa Barbara, CA 93108

Email: [sraab@cynvenio.com](mailto:sraab@cynvenio.com)

**And a copy to:**

Justin Xiang  
Syno Capital  
275 Madison Ave., 39th Floor  
New York, New York 10016

Email: [justin.xiang@synocapital.com](mailto:justin.xiang@synocapital.com)

SIGNATURE PAGE  
TO  
TRADEMARK SECURITY AGREEMENT  
CYNVENIO BIOSYSTEMS, INC.

TRADEMARK  
REEL: 006190 FRAME: 0980

**SCHEDULE 1**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>SERIAL NO.</b>	<b>DATE OF APPLICATION</b>	<b>DATE OF REGISTRATION</b>	<b>STATUS</b>
BIOMOLDED	Biomolded Products, LLC	U.S.	4446144	85728842	09-13-2012	12-10-2013	Live
Cynvenio Biosystems	Cynvenio Biosystems, Inc., successor-by-conversion to Cynvenio Biosystems, LLC.	U.S.	3730768	77673201	02-18-2009	12-29-2009	Live
LiquidBiopsy	Cynvenio Biosystems, Inc.	U.S.	4047759	85108589	08-16-2010	11-01-2011	Live
ClearID	Cynvenio Biosystems, Inc.	U.S.	5066881	86692989	07-14-2015	10-25-2016	Live

\* \* \* \* \*

**TRADEMARK**