

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463416

<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>
SEVENTH SENSE BIOSYSTEMS, INC.		02/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5128063	TAP	
<b>Registration Number:</b>	4716733	TAP TOUCH ACTIVATED PHLEBOTOMY	
<b>Registration Number:</b>	4704072	TAP BLOOD COLLECTION	
<b>Registration Number:</b>	4158115	SEVENTH SENSE BIOSYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1669		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	02/26/2018		

CH \$115.00 5128063

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 1, 2018 by and between **COMERICA BANK** ("**Bank**") and **SEVENTH SENSE BIOSYSTEMS, INC.** ("**Grantor**").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain certain Loan and Security Agreement dated as of October 10, 2014, as amended from time to time including without limitation by that certain First Amendment and Waiver to Loan and Security Agreement dated as of November 25, 2015 and that certain Second Amendment to Loan and Security Agreement dated as of September 27, 2016 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank and Grantor propose to enter into a Third Amendment and Waiver to Loan and Security Agreement dated of even date herewith (the "Amendment"). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Amendment, 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[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:**

Address of Grantor:

**SEVENTH SENSE BIOSYSTEMS, INC.**

200 Boston Avenue, Suite 3700  
Medford, MA 02155  
Attn: \_\_\_\_\_

By:   
Name: Shirley A. White  
Title: CEO

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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:**

Address of Grantor:

**SEVENTH SENSE BIOSYSTEMS, INC.**

286 Cardinal Medeiros Avenue  
Cambridge, MA 02141  
Attn: \_\_\_\_\_


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By:   
Name: JASON PAN  
Title: VICE PRESIDENT

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>None.</b>		

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
Devices and techniques associated with diagnostics, therapies, and other applications, including skin-associated applications	9,775,551	October 3, 2017
Delivering and/or receiving fluids	9,730,624	August 15, 2017
Systems and methods for collecting fluid from a subject	9,295,417	March 29, 2016
Plasma or serum production and removal of fluids under reduced pressure	9,119,578	September 1, 2015
Devices and techniques associated with diagnostics, therapies, and other applications, including skin-associated applications	9,113,836	August 25, 2015
Monitoring or feedback systems and methods	9,041,541	May 26, 2015
Sampling devices and methods involving relatively little pain	9,033,898	May 19, 2015
Delivering and/or receiving fluids	8,827,971	September 9, 2014
Delivering and/or receiving fluids	8,821,412	September 2, 2014
Systems and interfaces for blood sampling	8,808,202	August 19, 2014
Low-pressure packaging for fluid devices	8,561,795	October 22, 2013
Devices And Methods For Delivering And/Or Receiving Fluid	15/545,380	January 28, 2016
Delivering And/Or Receiving Material With Respect To A Subject Surface	15/349,090	November 11, 2016
Systems And Interfaces For Blood Sampling	15/297,253	October 19, 2016
Systems And Techniques For Monitoring Subjects	15/290,217	October 11, 2016
Monitoring Or Feedback Systems And Methods	14/682,478	April 9, 2015
Systems And Techniques For Monitoring Subjects	15/290,217	October 11, 2016
Monitoring Or Feedback Systems And Methods	14/682,478	April 9, 2015
Systems And Methods For Collection And/Or Manipulation Of Blood Spots Or Other Bodily Fluids	15/156,386	May 17, 2016

Techniques And Devices Associated With Blood Sampling	15/387,459	December 21, 2016
Rapid Delivery And/Or Receiving Of Fluids	15/285,034	October 4, 2016
Clinical And/Or Consumer Techniques And Devices	15/231,881	August 9, 2016
Systems And Methods For Collecting Fluid From A Subject	14/987,973	January 5, 2016
Sampling Devices And Methods Involving Relatively Little Pain	14/689,553	April 17, 2015
Plasma Or Serum Production And Removal Of Fluids Under Reduced Pressure	14/805,678	July 22, 2015
Monitoring Or Feedback Systems And Methods	14/682,478	April 9, 2015
Techniques And Devices Associated With Blood Sampling	14/527,923	October 30, 2014
Patient-Enacted Sampling Technique	14/513,327	October 14, 2014
Systems And Interfaces For Blood Sampling	14/327,987	July 10, 2014
Rapid Delivery And/Or Receiving Of Fluids	13/812,248	July 12, 2011
Delivering And/Or Receiving Material With Respect To A Subject Surface	13/718,196	December 18, 2012
Delivering And/Or Receiving Fluids	13/680,351	November 19, 2012
Systems And Methods For Collection And/Or Manipulation Of Blood Spots Or Other Bodily Fluids	13/456,546	April 26, 2012
Devices And Methods For Delivery And/Or Withdrawal Of Fluids And Preservation Of Withdrawn Fluids	13/443,016	April 10, 2012
Clinical And/Or Consumer Techniques And Devices	13/208,770	August 12, 2011
Systems And Techniques For Monitoring Subjects	13/208,808	August 12, 2011
Low-Pressure Packaging For Fluid Devices	13/183,789	July 15, 2011
Oxygen Sensor	12/716,222	March 2, 2010
Rapid Delivery And/Or Withdrawal Of Fluids	13/166,611	June 22, 2011
Rapid Delivery And/Or Withdrawal Of Fluids	13/006,177	January 13, 2011
Sampling Device Interfaces	13/006,165	January 13, 2011



Relatively Small Devices Applied To The Skin, Modular Systems, And Methods Of Use Thereof	12/915,820	October 29, 2010
Systems And Methods For Treating, Sanitizing, And/Or Shielding The Skin Or Devices Applied To The Skin	12/915,789	October 29, 2010
Systems And Methods For Application To Skin And Control Of Actuation, Delivery, And/Or Perception Thereof	12/915,735	October 29, 2010
Systems And Methods For Creating And Using Suction Blisters Or Other Pooled Regions Of Fluid Within The Skin	12/716,233	March 2, 2010
Assays Involving Colorimetric And Other Signaling	12/822,393	June 24, 2010
Determination Of Tracers Within Subjects	12/748,316	March 26, 2010
Monitoring Of Implants And Other Devices	12/748,305	March 26, 2010
Techniques And Devices Associated With Blood Sampling	12/716,226	March 2, 2010
Oxygen Sensor	12/716,222	March 2, 2010
Compositions And Methods For Rapid One-Step Diagnosis	12/478,756	June 4, 2009

**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
TAP	5,128,063	January 24, 2017
TAP TOUCH ACTIVATED PHLEBOTOMY	4,716,733	April 7, 2015
TAP BLOOD COLLECTION	4,704,072	March 17, 2015
SEVENTH SENSE BIOSYSTEMS	4,158,115	June 12, 2012