

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470845

<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>
NANOMEDICAL DIAGNOSTICS, INC.		04/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BroadOak Fund III, LLC		
<b>Street Address:</b>	4800 Montgomery Lane		
<b>Internal Address:</b>	Suite 230		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5402387	AGILE R100	
<b>Serial Number:</b>	87051166	AGILE R200	
<b>Serial Number:</b>	86710430	AGILE	
<b>Serial Number:</b>	86710464	AGILE RESEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4102342314		
<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>	4106596402		
<b>Email:</b>	trademark@wtplaw.com		
<b>Correspondent Name:</b>	Whiteford, Taylor & Preston LLP		
<b>Address Line 1:</b>	Seven Saint Paul Street		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202-1636		
<b>NAME OF SUBMITTER:</b>	j. hindah weissbrot		
<b>SIGNATURE:</b>	/J. Hindah Weissbrot/		
<b>DATE SIGNED:</b>	04/23/2018		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of April 20, 2018, is made by NANOMEDICAL DIAGNOSTICS, INC., a Delaware corporation, located at 6185 Cornerstone Court East, Suite 110, San Diego, CA 92121 (“**Grantor**”) in favor of BroadOak Fund III, LLC, a Delaware limited liability company, located at 4800 Montgomery Lane, Suite 230, Bethesda, MD 20814 (the “**Collateral Agent**”), as collateral agent for the Lenders (as defined in the Loan Agreement).

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated as of the date hereof (the “**Loan Agreement**”), with the Collateral Agent.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and 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 and the United States Copyright 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 (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 Loan 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 Lenders with respect to the IP Collateral are as provided by the Loan 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.

NANOMEDICAL DIAGNOSTICS,  
INC.

By: Ross Beverly

Name: Ross Beverly

Title: CEO

AGREED TO AND ACCEPTED:

BROADOAK FUND III, L.L.C. as  
collateral agent

By: \_\_\_\_\_

Name: William Snider

Title: Manager

TRADEMARK

REEL: 006319 FRAME: 0109

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.

NANOMEDICAL DIAGNOSTICS,  
INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

BROADOAK FUND III, LLC, as  
collateral agent

By: Will Snider

Name: William Snider

Title: Manager

## **Schedule 1**

### **Issued Patents**

Issued Patent 9,618,476 – SYSTEM AND METHOD FOR ELECTRONIC BIOLOGICAL SAMPLE ANALYSIS

Issued Patent 9,765,395 - SYSTEM AND METHOD FOR DNA SEQUENCING AND BLOOD CHEMISTRY ANALYSIS

### **Pending Patent Applications**

Published Patent Application 14/873,115 - METHOD FOR ELECTRONIC BIOLOGICAL SAMPLE ANALYSIS

Patent Application 14/884,705 - CHEMICALLY DIFFERENTIATED SENSOR ARRAY

Patent Application 62/350,637 - A METHOD OF TRANSFERRING GRAPHENE

Patent Application 62/350,634 - DEPOSITING A PASSIVATION LAYER ON A GRAPHENE SHEET

Patent Application 62/350,629 - PATTERNING GRAPHENE WITH A HARD MASK COATING

Patent Application 62/350,627 - PROVIDING A TEMPORARY PROTECTIVE LAYER ON A GRAPHENE SHEET

### **Abandoned Patent Applications**

None.



**SCHEDULE 2**

**Trademarks**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Check Status</b>	<b>Live/Dead</b>	
1	87051064	5402367	AGILE R100	TSDR	LIVE
2	87051166		AGILE R200	TSDR	LIVE
3	86710430		AGILE	TSDR	LIVE
4	86710464		AGILE RESEARCH	TSDR	DEAD

**SCHEDULE 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.

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