

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOLOG, INC.		09/28/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BROADOAK FUND III, LLC		
Street Address:	4800 Montgomery Lane		
Internal Address:	Suite 230		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2609021	OMNILOG	
Serial Number:	76221348	PHENOTYPE MICROARRAY	
Serial Number:	76185134	PHENOTYPE MICROARRAYS	
Registration Number:	2025851	RAINBOW	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4106596402		
Email:	trademark@wtplaw.com		
Correspondent Name:	Whiteford, Taylory & Preston, LLP		
Address Line 1:	Seven Saint Paul Street		
Address Line 4:	Baltimore, MARYLAND 21202-1636		
ATTORNEY DOCKET NUMBER:	090670.00020		
NAME OF SUBMITTER:	J. Hindah Weissbrot		
SIGNATURE:	/j. hindah weissbrot/		
DATE SIGNED:	10/03/2018		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of September 28, 2018, is made by and between **BIOLOG, INC.**, a California corporation (the "**Borrower**") in favor of **BROADOAK FUND III, LLC**, a Delaware limited liability company, as Lender ("BroadOak") and as Administrative Agent ("Administrative Agent") for the benefit of itself and for any other Lenders to whom the Loan or any portion thereof is assigned pursuant to the Loan Agreement (defined below). BroadOak and any future Lender are sometimes referred to, individually as "Lender" and collectively, as "Lenders."

WHEREAS, the Borrower has entered into a Loan and Security Agreement dated as of the date hereof (the "**Loan Agreement**"), with BroadOak, as Lender and as Administrative Agent for all Lenders under the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, the Borrower has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Borrower, 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 Borrower agrees with the Administrative Agent as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in and to all of the right, title and interest of such Borrower in, to and under the following (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 thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of the Borrower 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.

2. Recordation. Borrower 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 Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent and the 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 Borrower 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.

BORROWER:

BIOLOG, INC.

By: _____

Name: _____

Title: _____

Barry Beckner
Barry Beckner
CEO & CFO

ADMINISTRATIVE AGENT AND LENDER:

BROADOAK FUND III, LLC,
A Delaware Limited Liability Company

By: _____

William Snider, Manager

IN WITNESS WHEREOF, the Borrower 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.

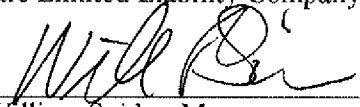
BORROWER:

BIOLOG, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT AND LENDER:

BROADOAK FUND III, LLC,
A Delaware Limited Liability Company

By:  _____
William Snider, Manager

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS**

Title	Application No.	Filing Date	Patent No.	Issue Date
MICROBIOLOGICAL MEDIUM	08450935	MAY 25, 1995	5541082	JUL 30, 1996
MULTI-TEST FORMAT WITH GEL-FORMING MATRIX FOR CHARACTERIZATION OF MICROORGANISMS	08421377	APR 12, 1995	5627045	MAY 6, 1997
TESTING DEVICE FOR LIQUID AND LIQUID SUSPENDED SAMPLES	08685695	JUL 24, 1996	5800785	SEP 1, 1998
GEL MATRIX WITH REDOX PURPLE FOR TESTING AND CHARACTERIZING MICROORGANISMS	08762656	DEC 9, 1996	5882882	MAR 16, 1999
USE OF ANTI-CAPSULE AGENTS IN MICROBIOLOGICAL TESTING	09075562	MAY 5, 1998	6046020	APR 4, 2000
COMPARATIVE PHENOTYPE ANALYSIS OF TWO OR MORE MICROORGANISMS USING A PLURALITY OF SUBSTRATES WITHIN A MICROWELL TESTING DEVICE	09098066	JUN 16, 1998	6046021	APR 4, 2000
DEVICE FOR INCUBATING AND MONITORING MULTIWELL ASSAYS	09277353	MAR 26, 1999	6271022	AUG 7, 2001
COMPARATIVE PHENOTYPE ANALYSIS OF TWO OR MORE MICROORGANISMS USING A PLURALITY OF SUBSTRATES WITHIN A MULTIWELL DEVICE	09574087	MAY 18, 2000	6387651	MAY 14, 2002
COMPARATIVE PHENOTYPE ANALYSIS	09752168	DEC 29, 2000	6472201	OCT 29, 2002
COMPARATIVE PHENOTYPE ANALYSIS OF TWO OR MORE MICROORGANISMS USING A PLURALITY OF SUBSTRATES WITHIN A MULTIWELL TESTING DEVICE	10047048	JAN 14, 2002	6686173	FEB 3, 2004
COMPARATIVE PHENOTYPE ANALYSIS FOR ASSESSMENT OF BIOLOGICAL ACTIVE COMPOUNDS SUCH AS ANTIMICROBIALS	09556898	APR 20, 2000	6696239	FEB 24, 2004
COMPARATIVE PHENOTYPE ANALYSIS	10226436	AUG 23, 2002	6727076	APR 27, 2004
METHODS AND KITS FOR OBTAINING A METABOLIC PROFILE OF LIVING ANIMAL CELLS	11418804	MAY 5, 2006	9274101	MAR 1, 2016
TO INACTIVATE AND/OR REDUCE PRODUCTION OF MICROBIAL TOXINS	14768084	AUG 14, 2015	9662372	MAY 30, 2017
COMPARATIVE PHENOTYPE ANALYSIS OF CELLS, INCLUDING TESTING OF BIOLOGICALLY ACTIVE	10126345	APR 19, 2002		

COMPOUNDS				
COMPARATIVE PHENOTYPE ANALYSIS OF CELLS INCLUDING TESTING OF BIOLOGICALLY ACTIVE CHEMICALS	11192161	JUL 27, 2005		
METHODS FOR DETECTION, IDENTIFICATION AND SPECIATION OF LISTERIAS	07549394	JUL 6, 1990	5134063	JUL 28, 1992
METHODS FOR DETECTION, IDENTIFICATION AND SPECIATION OF MEMBERS OF THE GENUS LISTERIA	07920100	JUL 24, 1992	5374551	DEC 20, 1994

**SCHEDULE 2
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Application No.	Filing Date	Registration No.	Registration Date
OMNILOG	76185183	12/22/2000	2609021	8/20/2002
PHENOTYPE MICROARRAY	76221348	03/07/2001		
PHENOTYPE MICROARRAYS	76185134	12/20/2000		
RAINBOW	74528114	5/20/1994	2025851	12/24/1996

**SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS**