

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GenapSys, Inc.		02/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Collateral Agent		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87891548	GENAPSYS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	02/06/2019		
Total Attachments: 6			
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CH \$40.00 87891548

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 6, 2019 by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and GENAPSYS, INC. ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, including but not limited to that certain First Amendment to Loan and Security Agreement dated as of July 18, 2017 that certain Second Amendment to Loan and Security Agreement dated as of March 8, 2018 and that certain Third Amendment to Loan and Security Agreement dated of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement during the IP Lien Period.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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 during the IP Lien Period.

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, the parties hereto agree as follows:

AGREEMENT

During the IP Lien Period (as defined in the Loan Agreement), to secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under (i) its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and (ii) 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, and 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 Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 Lender, of any or all other rights, powers or remedies.

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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.

Address of Grantor:

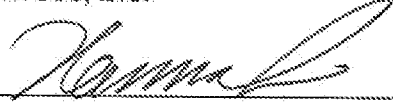
200 Cardinal Way, Third Floor
Redwood City, CA 94063
Attn: Chief Executive Officer

Address of Lender:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

GRANTOR:

GENAPSYS, INC.

By: 
Title: CEO

COLLATERAL AGENT:

OXFORD FINANCE LLC

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

GENAPSYS, INC.

200 Cardinal Way, Third Floor
Redwood City, CA 94063
Attn: Chief Executive Officer

By: _____

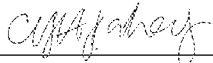
Title: _____

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By:  Colette H. Featherly

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Chamber free nanoreactor system	9399217	7/26/16
Systems and methods for high efficiency electronic sequencing and detection	10093975	10/9/18
Systems and methods for automated reusable parallel biological reactions	10100356	10/16/18
Systems and methods for biological analysis and computation	10125393	11/13/18
Methods and systems for electronic sequencing	8969002	3/3/15
Systems and methods for automated reusable parallel biological reactions	9150915	10/6/15
Systems and methods for automated reusable parallel biological reactions	9187783	11/17/15
Systems and methods for genetic and biological analysis	9274077	3/1/16
Systems and methods for automated reusable parallel reactions	9533305	1/3/17
Microfluidic devices, systems and methods for sample preparation and analysis	9630177	4/25/17
Systems and methods for biological analysis	9809852	11/7/17
Methods and systems for nucleic acid amplification	9822401	11/21/17
Systems and methods for genetic and biological analysis	9926596	3/27/18
Chamber free nanoreactor system	15183406	6/15/16
Systems and methods for automated reusable parallel biological reactions	15360369	11/23/16
Systems and methods for nucleic acid sequencing	15655616	7/20/17
Systems and methods for detection and analysis of biological species	15662692	7/28/17
Beads for nucleic acid sequencing	15707880	9/18/17
Methods and systems for nucleic acid amplification	15726193	10/5/17
Systems and methods for genetic and biological analysis	15896572	2/14/18
Systems and methods for genetic and biological analysis	16007829	6/13/18
Systems and methods for genetic and biological analysis	16007969	6/13/18

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GENAPSYS	87891548	4/24/18