

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rapid Pathogen Screening, Inc.		12/20/2018	Corporation: DELAWARE
RPS Diagnostics, Inc.		12/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lumos Diagnostics Holdings Pty Ltd		
Street Address:	436 Elgar Road		
City:	Box Hill		
State/Country:	AUSTRALIA		
Postal Code:	3128		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3371185	RPS	
Registration Number:	4002986	RIGHT DIAGNOSIS RIGHT TREATMENT RIGHT NO	
Registration Number:	4837134	FEBRIDX	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qluflood@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	54675.006		
NAME OF SUBMITTER:	Qui Lu Flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	12/20/2018		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of December 20, 2018 (as amended, modified or otherwise supplemented from time to time, this “**Agreement**”), is executed by **RAPID PATHOGEN SCREENING, INC.**, a Delaware corporation (the “**Company**”), and **RPS DIAGNOSTICS, INC.**, a Delaware corporation (“**Holdings**” and together with the Company, each a “**Grantor**” and together the “**Grantors**”), in favor of **LUMOS DIAGNOSTICS HOLDINGS PTY LTD** (“**Secured Party**”). Capitalized terms used herein are used as defined in the Note (as defined below).

RECITALS

A. The Company has executed a senior secured promissory note (as amended, modified or otherwise supplemented from time to time, the “**Note**”) in favor of Secured Party, in the original principal amount specified therein.

B. In order to induce Secured Party to extend the credit evidenced by the Note, each Grantor has agreed to grant to Secured Party a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of such Grantor to secure the obligations of such Grantor under the Loan Documents.

C. Pursuant to the Security Agreement, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the “**Security Agreement**”), executed by the Grantors in favor of Secured Party, each Grantor has granted to Secured Party a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

AGREEMENT

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 Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

1. ***Grant of Security Interest.*** To secure its obligations under the Loan Documents, each Grantor grants and pledges to Secured Party a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications

set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”).

2. Each 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 Agreement upon request by Secured Party.

3. Each Grantor hereby authorizes Secured Party to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement and to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. This Agreement has been entered into pursuant to and in conjunction with the Loan Documents, which are hereby incorporated by reference. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Documents and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

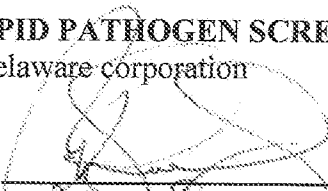
6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and internal laws of the State of New York (including for such purpose Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

Secured Party’s address is: Lumos Diagnostics Holdings Pty Ltd
Ground Floor
436 Elgar Road
Box Hill VIC 3128
Australia

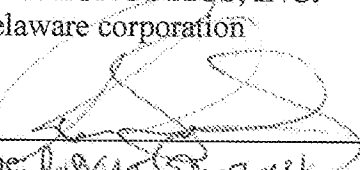
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed as of the day and year first above written.

RAPID PATHOGEN SCREENING, INC.
a Delaware corporation

By: 
Name: Robert Stomasky
Title: President & CEO

RPS DIAGNOSTICS, INC.
a Delaware corporation

By: 
Name: Robert Stomasky
Title: President & CEO

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006560 FRAME: 0381

EXHIBIT A

COPYRIGHTS: NONE

<u>Grantor</u>	<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>

COPYRIGHT APPLICATIONS: NONE

<u>Grantor</u>	<u>Description</u>	<u>Application Date</u>	<u>Application No.</u>

EXHIBIT B**PATENTS**

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Method and Device for Combined Detection of Viral and Bacterial Infections	EP2335072	January 17, 2018
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632 (Austria)	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632 (Switzerland and Liechtens)	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632 (Germany)	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	ES2523768	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632 (France)	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632 (United Kingdom)	August 20, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	EP2507632 (Italy)	August 20, 2014
Multiplanar Lateral	RU2564911	October 10, 2015

Flow Assay with Sample Compressor		
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947	November 23, 2016
Method and Device for Combined Detection of Viral and Bacterial Infections	JP5859854	December 25, 2015
Multiplanar Lateral Flow Assay with Sample Compressor	AU2010325893	September 11, 2014
Multiplanar Lateral Flow Assay with Sample Compressor	CA2780751	November 10, 2015
Multiplanar Lateral Flow Assay with Sample Compressor	JP5855572	December 18, 2015
Multiplanar Lateral Flow Assay with Diverting Zone	JP6293797	February 23, 2018
Method and Device for Combined Detection of Viral and Bacterial Infections	EP2335072 (Germany)	January 17, 2018
Method and Device for Combined Detection of Viral and Bacterial Infections	ES2666350	January 17, 2018
Method and Device for Combined Detection of Viral and Bacterial Infections	EP2335072 (France)	January 17, 2018
Method and Device for Combined Detection of Viral and Bacterial Infections	EP2335072 (United Kingdom)	January 17, 2018
Method and Device for Combined Detection of Viral and Bacterial Infections	EP2335072 (Ireland)	January 17, 2018
Method and Device for	EP2335072 (Italy)	January 17, 2018

Combined Detection of Viral and Bacterial Infections		
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Switzerland and Liechtens)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Germany)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Denmark)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	ES2620384	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Finland)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (France)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (United Kingdom)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Netherlands)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Norway)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Sweden)	November 23, 2016
Multiplanar Lateral Flow Assay with Diverting Zone	EP2906947 (Turkey)	November 23, 2016
IN SITU LYSIS OF	US8,614,101	December 24, 2013

CELLS IN LATERAL FLOW IMMUNOASSAYS		
Method and Device For Combined Detection Of Viral And Bacterial Infections	US9,910,036	March 6, 2018
METHOD AND DEVICE FOR COMBINED DETECTION OF VIRAL AND BACTERIAL INFECTIONS	US8,962,260	February 24, 2015
Method And Device For Combined Detection Of Viral And Bacterial Infections	US9,372,192	June 21, 2016
METHOD AND DEVICE FOR COMBINED DETECTION OF VIRAL AND BACTERIAL INFECTIONS	US9,933,423	April 3, 2018
Multiplanar Lateral Flow Assay with Sample Compressor	US8,609,433	December 17, 2013
MULTIPLANAR LATERAL FLOW ASSAY WITH SAMPLE COMPRESSOR	US9,939,434	April 10, 2018
Multiplanar Lateral Flow Assay with Diverting Zone	US8,815,609	August 26, 2014
Methods and Devices for Using Mucolytic Agents Including N-Acetyl Cysteine (NAC)	US9,804,155	October 31, 2017
Methods And Devices For Using Mucolytic Agents Including N-Acetyl Cysteine (NAC)	US9,797,898	October 24, 2017

COMBINED VISUAL/FLUORESCENCE ANALYTE DETECTION TEST	US8,470,608	June 25, 2013
Lateral Flow Assays With Time Delayed Components	US9,068,981	June 30, 2015
Method to Increase Specificity and/or Accuracy of Lateral Flow Immunoassays	US9,250,236	February 2, 2016
METHOD TO INCREASE SPECIFICITY AND/OR ACCURACY OF LATERAL FLOW IMMUNOASSAYS	US8,445,293	May 21, 2013
ENZYMATIC CLEAVAGE BASED LATERAL FLOW ASSAYS	US9,212,386	December 15, 2015
Lateral Flow Assays	US9,121,849	September 1, 2015
Lateral Flow Nucleic Acid Detector	JP5948056	June 10, 2016
LATERAL FLOW NUCLEIC ACID DETECTOR	US8,822,151	September 2, 2014
Use of Peptides for Promoting Wound Healing	EP2244724 (Austria)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (Switzerland and Liechtens)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (Germany)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (Denmark)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2913061	January 3, 2018

Use of Peptides for Promoting Wound Healing	ES2543254	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (France)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (United Kingdom)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (Italy)	April 1, 2015
Use of Peptides for Promoting Wound Healing	MX293895	December 15, 2011
Use of Peptides for Promoting Wound Healing	EP2244724 (Netherlands)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (Poland)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724 (Turkey)	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2244724	April 1, 2015
Use of Peptides for Promoting Wound Healing	EP2913061 (Germany)	January 3, 2018
Use of Peptides for Promoting Wound Healing	ES2671143	January 3, 2018
Use of Peptides for Promoting Wound Healing	EP2913061 (France)	January 3, 2018
Use of Peptides for Promoting Wound Healing	EP2913061 (United Kingdom)	January 3, 2018
Use of Peptides for Promoting Wound Healing	EP2913061 (Italy)	January 3, 2018
USE OF PEPTIDES FOR PROMOTING WOUND HEALING	US9,133,238	September 15, 2015
Use of peptides for	US9,115,180	August 25, 2015

promoting wound healing		
USE OF PEPTIDES FOR PROMOTING WOUND HEALING	US9,090,670	July 28, 2015

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Method and Device for Combined Detection of Viral and Bacterial Infections	July 1, 2015	AU2014226173
Method and Device for Combined Detection of Viral and Bacterial Infections	September 1, 2015	BR1120150211992
Method and Device for Combined Detection of Viral and Bacterial Infections	July 7, 2015	CA2,897,494
Method and Device for Combined Detection of Viral and Bacterial Infections	May 18, 2015	EP14760721.2
Method and Device for Combined Detection of Viral and Bacterial Infections	February 25, 2016	HK16102186.2
Method and Device for Combined Detection of Viral and Bacterial Infections	May 29, 2015	JP2015-561486
Method and Device for Combined Detection of Viral and Bacterial Infections	October 2, 2015	KR10-2015-7027376
Multiplanar Lateral Flow Assay with Diverting Zone	September 2, 2015	BR1120150213170
Multiplanar Lateral Flow Assay with Diverting Zone	July 7, 2015	CA2,897,495
Multiplanar Lateral Flow Assay with Diverting Zone	February 18, 2016	HK16101859.0
Multiplanar Lateral Flow Assay with Diverting Zone	October 2, 2015	KR10-2015-7027223
Method and Device for Combined Detection of Viral and Bacterial Infections	May 25, 2016	US15/164,137
Method and Device for Combined Detection of Viral	December 2, 2015	US14/956,956

and Bacterial Infections		
Method and Device for Combined Detection of Viral and Bacterial Infections	May 3, 2016	US15/145,193
Improved Methods and Devices for Accurate Diagnosis of Infections	May 23, 2018	AU2016342268
Improved Methods and Devices for Accurate Diagnosis of Infections	May 22, 2018	EP16858264.1
Improved Methods and Devices for Accurate Diagnosis of Infections	October 21, 2016	PCT/US2016/058031
Improved Methods and Devices for Accurate Diagnosis of Infections	February 2, 2016	US15/012,897
Methods and Devices for Using Mucolytic Agents Including N-Acetyl Cysteine (NAC)	October 30, 2017	US15/797,915
Use of Peptides for Promoting Wound Healing	June 25, 2010	CA2,710,822
Histatin for Corneal Wound Healing and Ocular Surface Disease	December 5, 2014	EP13791399.2
Histatin for Corneal Wound Healing and Ocular Surface Disease	November 17, 2014	JP2015-512706
Histatin for Corneal Wound Healing and Ocular Surface Disease	May 31, 2018	JP2018-105539
Histatin for Corneal Wound Healing and Ocular Surface Disease	June 13, 2016	US15/180,476
HISTATINS AS THERAPEUTIC AGENTS FOR OCULAR SURFACE DISEASE	April 14, 2017	US15/519,204
FORMULATIONS FOR HISTATIN THERAPEUTICS	April 14, 2017	US15/519,217
FORMULATIONS FOR HISTATIN THERAPEUTICS	April 14, 2017	US15/519,221
FORMULATIONS FOR HISTATIN PROTECTIVES	April 14, 2017	US15/519,228

AND THERAPEUTICS		
Multipanar Lateral Flow Assay with Sample Compressor	September 2, 2015	BR112015021317-0

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
RPS	June 13, 2007	Australian Registration No. 1157793
RPS	January 24, 2012	Canadian Trademark Registration No. TMA816031
RPS	January 31, 2008	European Community Registration No. 5666854
RPS	August 6, 2008	Israeli Trademark Registration No. 197264
RPS	June 8, 2007	Japanese Trademark Registration No. 5053758
FEBRIDX	August 23, 2013	European Community Registration No. 011690881
RPS	January 22, 2008	US Trademark Registration No. 3371185
RIGHT DIAGNOSIS RIGHT TREATMENT RIGHT NOW	July 26, 2011	US Trademark Registration No. 4002986

FEBRIDX	October 20, 2015	US Trademark Registration No. 4837134
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TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
RPS	May 26, 2015	Brazilian Application No. 828958858