

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vortex Biosciences, Inc.		04/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Homeshire Ltd.		
Street Address:	EMV Cap. Ltd., Level 39, One Canada Square		
Internal Address:	c/o Dr. Ilian Iliev, Managing Director		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5AB		
Entity Type:	Limited: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5428981	VORTEX BIOSCIENCES	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	720845		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	04/10/2019		
Total Attachments: 5			
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CH \$40.00 5428981

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 5, 2019, is by Vortex Biosciences, Inc. (the “Borrower”) in favor of Homeshire Ltd. (the “Secured Party”).

WHEREAS, the Borrower has entered into one or more Promissory Notes with the Secured Party pursuant to which the Secured Party has agreed to advance loans to the Borrower (the “Promissory Notes”);

WHEREAS, as a condition precedent to advancement of the loans by the Secured Party to the Borrower under the Promissory Note, the Borrower has executed and delivered to the Secured Party that certain Security Agreement, dated as of the date hereof (the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, Borrower has granted to the Secured Party, a security interest in, among other property, certain intellectual property of Borrower, and Borrower 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, Borrower agrees with the Secured Party as follows:

1. Grant of Security. The Borrower hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the 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 1 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 and applications set forth in Schedule 1 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. The 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 Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security 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 Secured Party with respect to the IP Collateral are as provided by the Promissory Note, the Security 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 Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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:

Vortex Biosciences, Inc.

By: Robert F. Engler
Name: ROBERT F. ENGLERT
Title: CEO

**SCHEDULE 1
PATENTS AND PATENT APPLICATIONS
TRADEMARK REGISTRATIONS AND APPLICATIONS
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

U.S. Provisional Patent Application Serial No. 62/725,390

Entitled: ***PROCESSING SYSTEMS FOR ISOLATING AND ENUMERATING CELLS OR PARTICLES***

PCT:US2017/027959 Vortex Instrument, Cartridge & Workflow (In Process)

United States of America
United States Patent and Trademark Office

Vortex
BIOSCIENCES

Reg. No. 5,428,981

Registered Mar. 20, 2018

Int. Cl.: 10

Trademark

Principal Register

Vortex Biosciences, Inc. (DELAWARE CORPORATION)
Suite C
1505 O'Brien Drive
Menlo Park, CALIFORNIA 94025

CLASS 10: Medical devices for use by laboratory professionals in the isolation and analysis of cells from bodily fluids for use in the field of oncology, namely, device for diagnosing cancer, monitoring and assessing the nature and status of cancer, and thereby facilitating the development of appropriate cancer treatment regimens through diagnostic information, excluding research, development and clinical trials for pharmaceuticals

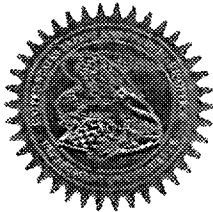
FIRST USE 7-14-2017; IN COMMERCE 7-14-2017

The color(s) blue, grey and red is/are claimed as a feature of the mark.

The mark consists of the word "VORTEX" in blue above the word "BIOSCIENCES" in all capital letters in grey. A red dot is centered above the letter "X".

No claim is made to the exclusive right to use the following apart from the mark as shown: "BIOSCIENCES"

SER. NO. 86-964,879, FILED 04-05-2016



Andrew L. ...
Director of the United States
Patent and Trademark Office