

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOCO SILICON VALLEY, INC.		04/18/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BOCO INTEL-TELCOM CO., LTD.		
Street Address:	Building 1, High-tech Development Zone, Lushan Road, Nangang District		
City:	Harbin		
State/Country:	CHINA		
Entity Type:	Corporation: CHINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3299141	HUCNS-SC	
Registration Number:	4384367	GROUNDBREAKING SCIENCE. BREAKTHROUGH MED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	650 325 0550		
Email:	pete@radloip.com		
Correspondent Name:	PETER SU		
Address Line 1:	3000 Enfield Street		
Address Line 4:	San Ramon, CALIFORNIA 94582		
DOMESTIC REPRESENTATIVE			
Name:	John Zhang		
Address Line 1:	601 South Figueroa Street, Suite 2500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5704		
NAME OF SUBMITTER:	Peter Su		
SIGNATURE:	/Peter Su/		
DATE SIGNED:	04/22/2019		
Total Attachments: 5			

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[REDACTED]

"General Intangibles": All rights, interests, choses in action, causes of action, claims and all other intangible property of the Grantor of every kind and nature, in each instance whether now owned or hereafter acquired by the Grantor, including, without limitation, all corporate and other business records; all loans, royalties, and other obligations receivable; all inventions, designs, patents, patent applications, service marks, trade names and trademarks (including any applications for the foregoing and whether or not registered) and the goodwill of the Grantor's business connected with and symbolized by such trademarks, trade secrets, computer programs, software, printouts and other computer materials, goodwill, registrations, U.S. registered copyrights, licenses relating to trademarks and U.S. registered copyrights, franchises, customer lists, credit files, correspondence and advertising materials; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights; all interests in partnerships, joint ventures and other entities; all tax refunds and tax refund claims; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property; all payments due or made to the Grantor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property by any person or governmental authority; all deposit accounts (general or special) with any bank or other financial institution; all credits with and other claims against carriers and shippers; all rights to indemnification; all reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interest in trusts; all proceeds of insurance of which the Grantor is a beneficiary; and all letters of credit, guaranties, liens, security interests and other security held by or granted to the Grantor; and all other intangible property, whether or not similar to the foregoing, including, without limitation, all "general intangibles", as such term is defined in the UCC (in each instance, however, and wherever arising, collectively, "*General Intangibles*"); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by the Grantor of a security interest pursuant to this Agreement in any receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

by XLLZ

[REDACTED]

[REDACTED]

"Intellectual Property Rights": collectively, all United States and non-United States (i) Trademarks, (ii) copyrights, including computer software and Internet web sites, (iii) patents, inventions and discoveries, whether patentable or not, (iv) Trade Secrets, (v) all other intellectual and industrial property not enumerated or described above, and (vi) all registrations and applications therefor, and all reissues, reexaminations, provisionals, divisions, continuations, supplemental protections, renewals, extensions, restorations and reversions thereof.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

"Trademark" shall mean trademarks, service marks, trade dress, trade names, brand names, domain names and any other indicia of origin or goodwill, together with all registrations and applications for registration thereof and all good will associated therewith.

"Trade Secret" shall mean trade secrets, know-how, inventions (whether patented or patentable), technology, data, data bases, preclinical and clinical study reports, protocols, data and analyses, and all other confidential or proprietary information, including formulac, patterns, compilations, programs, devices, methods, techniques, processes, business methods, drawings, prototypes, models, designs, customer lists, supplier lists, ideas, practices, test results, assays, techniques, specifications, formulations, knowledge, skill, experience, materials and compositions of matter, including pharmaceutical, chemical and biological materials, products, research tools, software programs, algorithms, computational combinatorial medicinal chemistry

[REDACTED]

[REDACTED]

Section 3. Grant of Security. To secure the prompt and complete payment, observance and performance when due of all the Guaranteed Obligations and all other obligations of the Grantor, the Grantor hereby assigns and pledges to the Beneficiary, and hereby grants to the Beneficiary, for its benefit, a security interest in, all of its right, title and interest in and to all assets of the Grantor in its stem cell business, [REDACTED]

[REDACTED]

(a) [REDACTED]

(b) all Intellectual Property Rights embodied or disclosed in or otherwise related to the Cell Lines, or the research, production, manufacture, or development of any Cell Line, including the Intellectual Property Rights, together with all of the Grantor's rights to sue and obtain damages and equitable relief for past, present and future infringement, misappropriation or violation of any of the foregoing;

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[Handwritten signature]

(c) all written disclosures of all inventions made by all of the present or former officers, directors, employees, consultants or other third parties of the Grantor (or any of the seller of any of the Cell Lines to the Grantor) who developed or co-developed any Cell Lines or any Intellectual Property Rights embodied or disclosed therein (the "Identified Employees") and the right to enforce any and all written assignments by each Identified Employee of any and all such inventions, work product, results and deliverables that relate solely to the Cell Lines;

(d) all rights to the use of the names (i) "StemCells, Inc.," (ii) "HuCNS-SC," and (iii) "hLEC," and any service marks, Trademarks, trade names, d/b/a names, fictitious names, identifying symbols, logos, emblems, signs or insignia containing or comprising the foregoing, and any name or mark confusingly similar thereto;

[Signature page to Subsidiary Guaranty and Collateral Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day first above written.

BOCO Silicon Valley, Inc.

By: [Signature]
Name: Xiangli Zhou
Title: Chief Executive Officer/ General Manager

Agreed and accepted to as of the date first above written:

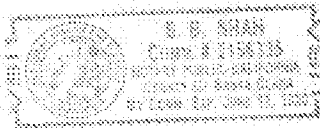
Bright Oceans Intel-Telecom Co., Ltd. (also known as 亿阳信通股份有限公司 or yiyang xintong gufen youxiangongsi) as the Beneficiary.

By: [Signature]
Name: LIN ZHANG
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signs this document to which this certificate is attached, and not the truth, accuracy, or validity of that document.

State of California
County of Santa Clara

State of California, County of Santa Clara
Subscribed and sworn to before me on the
19 day of April 2019, by Xiang Li Zhou & Lin Zhang
I proved to me on the basis of satisfactory evidence
to be the person(s) who executed the foregoing.
[Signature]
S. S. SHAN



My Commission Expires
12th June 2020