

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Revolving Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dynex Technologies Holding Company, Inc.		08/19/2019	Corporation: DELAWARE
Dynex Technologies, Inc.		08/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, AS AGENT		
Street Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4313614	AGILITY	
Registration Number:	3331772	DS2	
Registration Number:	5607989	DS-MATRIX	
Registration Number:	3236380	DSX	
Registration Number:	4666661	DYNEX	
Serial Number:	88015940	DYNEX ASSAY EDITOR SOFTWARE	
Registration Number:	4753208	MULTIPLIER	
Registration Number:	4753358	MULTIPLIER FLEX	
Registration Number:	5591275	REVELATION DSX	
Registration Number:	4448150	SMARTKIT	
Serial Number:	87875152	SMARTPLEX	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		

CH \$290.00 4313614

Address Line 1: Attn: Box Intellectual Property
Address Line 2: 8350 Broad Street, 17th Floor
Address Line 4: Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 036639.000100

NAME OF SUBMITTER: Rachel Fleeson

SIGNATURE: /rf/

DATE SIGNED: 08/20/2019

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 19th day of August, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **DYNEX TECHNOLOGIES HOLDING COMPANY, INC.**, a Delaware corporation ("Parent"), and **DYNEX TECHNOLOGIES, INC.**, a Delaware corporation ("Dynex") (together with Parent and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement (Revolving Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; unless specifically defined herein, capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is defined below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, 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.

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

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, other than Excluded 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, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and 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, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all 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, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE

OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.


The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

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.

GRANTORS:

DYNEX TECHNOLOGIES, INC.


By: 
Name: Douglas Kaspar
Title: Treasurer and Secretary

Address:

14340 Sullyfield Circle
Chantilly, VA 20151

Attn: Douglas Kaspar
Facsimile: +1 703 803 1441
E-Mail:

**DYNEX TECHNOLOGIES HOLDING
COMPANY, INC.**

By: 
Name: Douglas Kaspar
Title: Chief Financial Officer and Secretary

Address:

14340 Sullyfield Circle
Chantilly, VA 20151

Attn: Douglas Kaspar
Facsimile: +1 703 803 1441
E-Mail:

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

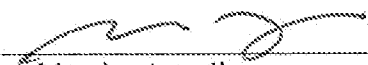
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[see attached]

Patent List

Owner	Case Ref.	Official No.	Title	Case Status	Country	Property Type
Dynex Technologies Inc	101180/01	202010004968.70	Multiplex sample plate 1G	14 Granted	Germany	Utility Model
Dynex Technologies Inc	101180/02	8541246.00	Multiplex sample plate 2G	14 Granted	USA	Patent
Dynex Technologies Inc	101180/05	2472882.00	Multiplex sample plate 1G	14 Granted	United Kingdom	Patent
Dynex Technologies Inc	101180/06	12201010183506.2	Multiplex sample plate 1G	14 Granted	China	Patent
Dynex Technologies Inc	101180/07	2476889.00	Multiplex sample plate 1G	14 Granted	Russian Federation	Patent
Dynex Technologies Inc	101180/09	101958.00	Multiplex sample plate 1G	14 Granted	Ukraine	Patent
Dynex Technologies Inc	101180/10	12201020201602.0	Multiplex sample plate 1G	14 Granted	China	Utility Model
Dynex Technologies Inc	101180/11	113010.00	Multiplex sample plate 1G	14 Granted	Russian Federation	Utility Model
Dynex Technologies Inc	101180/12	56577.00	Multiplex sample plate 1G	14 Granted	Ukraine	Utility Model
Dynex Technologies Inc	101180/16	5129896.00	Multiplex sample plate 2G	14 Granted	Japan	Patent
Dynex Technologies Inc	101180/17	9523701.00	Multiplex sample plate 3G	14 Granted	USA	Patent
Dynex Technologies Inc	101180/18	BR112012002099-4	Multiplex sample plate 2G	07 Official letter on case	Brazil	Patent
Dynex Technologies Inc	101180/19	834/DELNP/2012	Multiplex sample plate 2G	09 Official letter answered	India	Patent
Dynex Technologies Inc	101180/21	2485325.00	Multiplex sample plate 2G	14 Granted	United Kingdom	Patent
Dynex Technologies Inc	101180/22	12201080043151.5	Multiplex sample plate 2G	14 Granted	China	Patent
Dynex Technologies Inc	101180/23	2537234.00	Multiplex sample plate 2G	14 Granted	Russian Federation	Patent
Dynex Technologies Inc	101180/24	9244069.00	Multiplex sample plate 2G	14 Granted	USA	Patent
Dynex Technologies Inc	101180/26	HK1174301	Multiplex sample plate 2G	14 Granted	Hong Kong	Patent
Dynex Technologies Inc	101180/28	2279790.00	Multiplex sample plate 1G	14 Granted	France	Patent
Dynex Technologies Inc	101180/29	2279790.00	Multiplex sample plate 1G	14 Granted	Germany	Patent
Dynex Technologies Inc	101180/30	2279790.00	Multiplex sample plate 1G	14 Granted	Netherlands	Patent
Dynex Technologies Inc	101180/31	BR112013002204-3	Multiplex sample plate 3G	07 Official letter on case	Brazil	Patent
Dynex Technologies Inc	101180/32	12201180046817.7	Multiplex sample plate 3G	14 Granted	China	Patent
Dynex Technologies Inc	101180/33	845/DELNP/2013	Multiplex sample plate 3G	09 Official letter answered	India	Patent
Dynex Technologies Inc	101180/35	2535880.00	Multiplex sample plate 3G	14 Granted	Russian Federation	Patent
Dynex Technologies Inc	101180/37	HK1181698	Multiplex sample plate 3G	14 Granted	Hong Kong	Patent
Dynex Technologies Inc	101180/38	9857367.00	Circular array of antibody probes	14 Granted	USA	Patent
Dynex Technologies Inc	101180/39	2459314.00	Multiplex sample plate 2G	14 Granted	France	Patent
Dynex Technologies Inc	101180/40	2459314.00	Multiplex sample plate 2G	14 Granted	Germany	Patent
Dynex Technologies Inc	101180/41	2459314.00	Multiplex sample plate 2G	14 Granted	Netherlands	Patent
Dynex Technologies Inc	101180/42	20 2010 018 104.6	Multiplex sample plate 1G	14 Granted	Germany	Utility Model
Dynex Technologies Inc	101180/44	2598244.00	Multiplex sample plate 3G	14 Granted	United Kingdom	Patent
Dynex Technologies Inc	101180/45	2598244.00	Multiplex sample plate 3G	14 Granted	France	Patent
Dynex Technologies Inc	101180/46	2598244.00	Multiplex sample plate 3G	14 Granted	Germany	Patent
Dynex Technologies Inc	101180/47	10207268.00	Multiplex sample plate 3G	14 Granted	USA	Patent
Dynex Technologies Inc	101180/48	15/856493	Circular array of antibody probes	06 Application filed and receipt received	USA	Patent
Dynex Technologies Inc	103116/03	001302046-0001	Reagent kit insert and holder (Smart Kit)	14 Registered	European Union	Design
Dynex Technologies Inc	103116/07	D696419	Reagent kit insert and holder (Smart Kit)	14 Registered	USA	Design
Dynex Technologies Inc	108549/08	9128860.00	Crosstalk algorithm	14 Granted	USA	Patent
Dynex Technologies Inc	108549/09	2515271.00	Crosstalk algorithm	14 Granted	United Kingdom	Patent
Dynex Technologies Inc	108549/10	2515271.00	Crosstalk algorithm	14 Granted	Germany	Patent
Dynex Technologies Inc	110239/05	2496315.00	Multiplex plate imaging	14 Granted	United Kingdom	Patent
Dynex Technologies Inc	110239/06	202012104237.10	Multiplex plate imaging	14 Granted	Germany	Utility Model
Dynex Technologies Inc	110509/05	2500986.00	Reagent bead inserter	14 Granted	United Kingdom	Patent

Dynex Technologies Inc	110509/06	9157923.00	Reagent bead inserter	14	Granted		USA	Patent
Dynex Technologies Inc	110509/08	2827990.00	Reagent bead inserter	14	Granted		United Kingdom	Patent
Dynex Technologies Inc	110509/09	2827990.00	Reagent bead inserter	14	Granted		France	Patent
Dynex Technologies Inc	110509/10	2827990.00	Reagent bead inserter	14	Granted		Germany	Patent
Dynex Technologies Inc	110509/11	2827990.00	Reagent bead inserter	14	Granted		Netherlands	Patent
Dynex Technologies Inc	110509/12	2827990.00	Reagent bead inserter	14	Granted		Czech Republic	Patent
Dynex Technologies Inc	110509/13	2827990.00	Reagent bead inserter	14	Granted		Slovakia	Patent
Dynex Technologies Inc	133571	1816384.00	Different shaped solid phases for M2 technology	06	Application filed and receipt received		United Kingdom	Patent
Dynex Technologies Inc	133571/01	627700598	Different shaped solid phases for M2 technology	06	Application filed and receipt received		USA	Patent
Dynex Technologies Inc	133571/02		Different shaped solid phases for M2 technology	01	Not yet filed		Patent Cooperation Treaty	Patent
Dynex Technologies Inc	68691/06	1102994.00	Microplate system	14	Granted		United Kingdom	Patent
Dynex Technologies Inc	68691/07	1102994.00	Microplate system	14	Granted		Germany	Patent
Dynex Technologies Inc	89420/01	000433149-0001	Dilution strip	14	Registered		European Union	Design
Dynex Technologies Inc	89420/05	8492155.00	DS2 - 2 plate reader	14	Granted		USA	Patent
Dynex Technologies Inc	89420/09	1946123.00	DS2 - 2 plate reader	14	Granted		Germany	Patent
Dynex Technologies, Inc.		7777211.00	Substantially transparent object detection system and	14	Granted		USA	Patent

EXHIBIT C

Trademarks

[see attached]

Trademark Records By Trademark

Owner	Trademark	Country	Application No	Registration No	Registration Date	Int. Classes	Trademark Status
Dynex Technologies, Inc.	AGILITY	United States of America	85279783	4313614	Apr 2 2013	9	Registered
BS2							
Dynex Technologies, Inc.	DS2	EUM	013472477	013472477	Apr 20 2015	9	Registered
Dynex Technologies, Inc.	DS2	United States of America	78771112	3331772	Nov 6 2007	9	Registered
DS-MATRIX							
Dynex Technologies, Inc.	DS-MATRIX	United States of America	87505806	5607989	Nov 13 2018	9	Registered
DSX							
Dynex Technologies, Inc.	DSX	EUM	013472493	013472493	Apr 20 2015	9	Registered
Dynex Technologies, Inc.	DSX	United States of America	78769105	3236380	May 1 2007	9	Registered
DYNEX							
Dynex Technologies, Inc.	DYNEX	EUM	013472501	013472501	Apr 20 2015	9, 10, 37	Registered
Dynex Technologies, Inc.	DYNEX	United States of America	86260904	4666661	Jan 6 2015	9, 10, 37	Registered
DYNEX ASSAY EDITOR SOFTWARE							
Dynex Technologies, Inc.	DYNEX ASSAY EDITOR SOFTWARE	United States of America	88015940			9	Pending

MULTIPLIER

Dynex Technologies, Inc. **MULTIPLIER** **MULTIPLIER** United States of America 86295443 4753208 Jun 9 2015 9, 10 Registered

MULTIPLIER FLEX

Dynex Technologies, Inc. **MULTIPLIER FLEX** **MULTIPLIER FLEX** United States of America 86359362 4753358 Jun 9 2015 9 Registered

REVELATION DSX

Dynex Technologies, Inc. **REVELATION DSX** **REVELATION DSX** United States of America 87505780 5591275 Oct 23 2018 9 Registered

SMARTKIT

Dynex Technologies, Inc. **SMARTKIT** **SMARTKIT** United States of America 85279829 4448150 Dec 10 2013 9, 10 Registered

SMARTPLEX

Dynex Technologies, Inc. **SMARTPLEX** **SMARTPLEX** United States of America 87875152 9, 10 Pending

WebTMS Infinity 14 Records Printed By emorton: Mar 20 2015 - 14:06:21 - Criteria: File reference = dynex * Active / Inactive = Active + Checked / Unchecked = Both, Only 14 Of 17 Records Selected - END OF REPORT*

ANNEX A¹

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the [__] day of [____], 20[__] by [____], a [____] (“____”), [____], a [____] (each such entity, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of August 19, 2019 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the “Existing IP Security Agreement”; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property, other than Excluded Property (each as defined in the Credit Agreement), including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(f) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP

¹ Note to draft: Annex A to be used to supplement the IP Security Agreement with new or revised intellectual property after the initial closing, in accordance with the updating requirements under the Credit Agreement

Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date