

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERAX BIOMEDICAL INCORPORATED		09/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CNF INVESTMENTS V, LLC		
Street Address:	7500 OLD GEORGETOWN RD.		
Internal Address:	15TH FLOOR		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4633203	PLATELET PGD PRIME	
Registration Number:	3197073	PGD	
Registration Number:	3187734	PAN GENERA	
Registration Number:	3225385	PAN GENERA DETECTION	
Registration Number:	3187733	PAN GENERA	
Registration Number:	2892712	VERAX BIOMEDICAL	
Registration Number:	2892711	VERAX BIOMEDICAL	
Registration Number:	2914932	PGD	
Registration Number:	2894507		
Registration Number:	2892710	VERAX BIOMEDICAL	
Registration Number:	2827468		
Registration Number:	2824780		
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6472		
Email:	dmontebianco@cooley.com		
TRADEMARK			

CH \$315.00 4633203

Correspondent Name: DEREK MONTEBLANCO
Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 302001-124

NAME OF SUBMITTER: DEREK MONTEBLANCO

SIGNATURE: /DEREK MONTEBLANCO/

DATE SIGNED: 09/05/2019

Total Attachments: 10

source=CNF _ Verax - IPSA (Executed)#page1.tif
source=CNF _ Verax - IPSA (Executed)#page2.tif
source=CNF _ Verax - IPSA (Executed)#page3.tif
source=CNF _ Verax - IPSA (Executed)#page4.tif
source=CNF _ Verax - IPSA (Executed)#page5.tif
source=CNF _ Verax - IPSA (Executed)#page6.tif
source=CNF _ Verax - IPSA (Executed)#page7.tif
source=CNF _ Verax - IPSA (Executed)#page8.tif
source=CNF _ Verax - IPSA (Executed)#page9.tif
source=CNF _ Verax - IPSA (Executed)#page10.tif

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AGREEMENT BETWEEN THE GRANTOR, AGENT AND JGB COLLATERAL, LLC, AS AGENT FOR THE SENIOR LENDERS. ACCORDINGLY, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE AS SET FORTH IN THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of September 4, 2019, by and among (a) **Verax Biomedical Incorporated**, a Delaware corporation having its principal place of business at 148 Bartlett St, Marlborough, MA 01752 (“**Grantor**”) and (b) **CNF Investments V, LLC**, a Delaware limited liability company in its capacity as collateral agent (in such capacity, the “**Agent**”) for the other investors (the “**Investors**”) party to that certain Subordinated Note Purchase and Security Agreement, dated September 4, 2019, and among Grantor, Investors and Agent (the “**Note Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the Note Purchase Agreement, the Investors have severally agreed to extend certain loans to the Grantor;

WHEREAS, in order to induce the Investors to extend the loans, Grantor has granted to Agent, for the ratable benefit of the Investors, a security interest in, among other things, all of its Intellectual Property (as that term is defined in the Note Purchase Agreement) to secure the prompt payment, performance and discharge in full of all of the Grantor’s obligations under the Note Purchase Agreement; and

WHEREAS, Agent and Grantor desire to enter into this Agreement to more fully evidence the Agent’s security interests in Grantor’s Intellectual Property.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

- (1) Grant of Security Interest. To secure its obligations to Agent and Investors (collectively, the “**Secured Parties**”), Grantor grants and pledges to Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under all of Grantor’s Intellectual Property, including, without limitation:
 - (a) the registered copyrights set forth on Exhibit A attached hereto (the “Copyrights”);

- (b) the patents and patent applications set forth on Exhibit B attached hereto (the "Patents");
 - (c) the trademarks set forth on Exhibit C attached hereto (the "Trademarks");
 - (d) Any and all claims for damages by way of past, present and future infringements, misappropriations, dilutions, and other violations of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use, infringement, misappropriation, dilution, or other violation of the intellectual property rights identified above;
 - (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees, income, damages, royalties, and other payments now and hereafter arising from such use to the extent permitted by such license or rights;
 - (f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
 - (g) All rights, 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.
- (2) Recordation. 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 Agent.
- (3) Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property are as provided in the Note Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement is a Loan Document.
- (4) Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- (5) Successors and Assigns. This 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 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 the State of New


York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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.

GRANTOR:

VERAX BIOMEDICAL INCORPORATED

By: 
Name: James Lousararian
Title: Chief Executive Officer

AGENT:

CNF INVESTMENTS V, LLC, as agent

By: _____
Name:
Title:

[Signature page to IP 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.

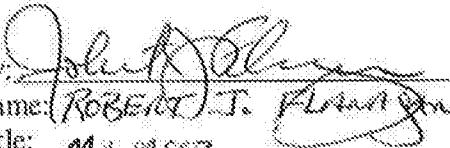
GRANTOR:

VERAX BIOMEDICAL INCORPORATED

By: _____
Name:
Title:

AGENT:

CNF INVESTMENTS V, LLC, as agent

By: 
Name: ROBERT J. FLANAGAN
Title: MANAGER

[Signature page to IP Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number (Country)</u>	<u>Registration/ Application Date</u>
METHOD AND KIT FOR IMMUNO-DETECTING BACTERIA IN BLOOD AND TISSUES	2008202582 (Australia)	10-6-11/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	1196778/00947393.5 (Belgium)	9-17-08/7-14-00
A SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	2313889 (Canada)	5-15-12/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	300 108/ PV2002-160 (Czech Republic)	1-5-09/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	1196778/ 00947393.5 (European Patent Convention)	9-17-08/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	1196778/ 00947393.5 (France)	9-17-08/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	60040291.6-08/00947393.5 (Germany)	9-17-08/7-14-00
METHOD AND KIT FOR IMMUNO-DETECTING BACTERIA IN BLOOD AND TISSUES	147620 (Israel)	8-5-09/7-14-00
METHOD AND KIT FOR IMMUNO-DETECTING BACTERIA IN BLOOD AND TISSUES	192200 (Israel)	3-1-14/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	502008901677986/00947393.5 (Italy)	9-17-08/7-14-00
METHOD AND KIT FOR IMMUNO-DETECTING BACTERIA IN BLOOD AND TISSUES	5777877/2010-274071 (Japan)	7-17-15/7-14-00

4813-8522-4607 v.3

\\DC - 038068/000009 - 14424609 v3

SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	1196778/00947393.5 (Netherlands)	9-17-08/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	516635 (New Zealand)	1-5-04/7-14-00
METHOD AND KIT FOR IMMUNO-DETECTING BACTERIA IN BLOOD AND TISSUES	2002/0385 (South Africa)	3-26-03/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	1196778/00947393.5 (Spain)	9-17-08/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	1196778 / 00947393.5 (United Kingdom)	9-17-08/7-14-00
SYSTEM FOR DETECTING BACTERIA IN BLOOD, BLOOD PRODUCTS, AND FLUIDS OF TISSUES	6,790,661 / 09/616,283 (United States of America)	9-14-04/7-14-00
SEQUENTIAL LATERAL FLOW DEVICE	PCT/US2018/44123 (Patent Cooperation Treaty)	7-27-18
SEQUENTIAL LATERAL FLOW DEVICE	16/047,980 (United States of America)	7-27-18

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number (Country)</u>	<u>Registration/ Application Date</u>
PLATELET PGD PRIME	4633203 (United States of America)	November 4, 2014
PGD	3197073 (United States of America)	January 9, 2007
PAN GENERA	3187734 (United States of America)	December 19, 2006
PAN GENERA DETECTION	3225385 (United States of America)	April 3, 2007
PAN GENERA	3187733 (United States of America)	December 19, 2006
VERAX BIOMEDICAL	2892712 (United States of America)	October 12, 2004
VERAX BIOMEDICAL	2892711 (United States of America)	October 12, 2004
PGD	2914932 (United States of America)	December 28, 2004
	2894507 (United States of America)	October 19, 2004
VERAX BIOMEDICAL	2892710 (United States of America)	October 12, 2004
	2827468 (United States)	March 30, 2004

	of America)	
	2824780 (United States of America)	March 23, 2004