

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541813

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARGONAUT MANUFACTURING SERVICES, INC.		09/03/2019	Corporation:
RECEIVING PARTY DATA			
Name:	SAS PRIVATE EQUITIES, LLC		
Street Address:	980 SOUTH STEELE ST.		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80209		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5522306	REAGENTS MADE RIGHT	
CORRESPONDENCE DATA			
Fax Number:	8586385010		
<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:	8586386756		
Email:	aldon.griffis@dlapiper.com		
Correspondent Name:	LISA A. HAILE, J.D., PH.D.		
Address Line 1:	DLA PIPER LLP (US)		
Address Line 2:	4365 EXECUTIVE DRIVE, SUITE 1100		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121-2133		
NAME OF SUBMITTER:	Lisa A. Haile, J.D., Ph.D.		
SIGNATURE:	/LISA A. HAILE/		
DATE SIGNED:	09/20/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 3, 2019 by and between **SAS PRIVATE EQUITIES, LLC**, a Delaware limited liability company, as Collateral Agent on behalf of the Purchasers (“**Agent**”), and **ARGONAUT MANUFACTURING SERVICES, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. The Purchasers have agreed to purchase secured Notes from the Grantor in the amounts and manner set forth in that certain Note and Warrant Purchase Agreement by and between the Purchasers party thereto and Grantor dated September 3, 2019 (as the same may be amended, modified or supplemented from time to time, the “**NWPA**”; capitalized terms used but not defined herein are used as defined in the NWPA).

B. The Purchasers are willing to purchase the Notes, but only upon the condition, among others, that Grantor grants to Agent, on behalf of the Purchasers, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the NWPA.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent, on behalf of the Purchasers, a security interest in all of 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 NWPA and the other Transaction Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Agent and each Purchaser, Grantor grants and pledges to Agent, for itself and for the benefit of each Purchaser, a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Transaction Agreements, 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 Security Agreement or any of the Transaction Agreements, 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 NWPA or any of the other Transaction Agreements, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTOR:

Address of Grantor:

ARGONAUT MANUFACTURING
SERVICES, INC.

2841 Loker Avenue
East Carlsbad, CA 92010

By: 

Name: Wayne Woodard

Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

COLLATERAL AGENT:

Address:

SAS PRIVATE EQUITIES, LLC

980 South Steele St.
Denver, CO 80209

By: Stephan Scaringe

Name: Stephan Scaringe

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006750 FRAME: 0692

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B
PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
Method for Lyophilization and Device Thereof	62/854,234	May 29, 2019

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
"Reagents Made Right"	5,522,306	July 24, 2018