

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Singulex, Inc.		07/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Novilux, LLC		
<b>Street Address:</b>	555 Main Street, Suite 500		
<b>Internal Address:</b>	c/o Fisk Ventures, LLC		
<b>City:</b>	Racine		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53403		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88100503	SMC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129130002		
<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>			
<b>Phone:</b>	3129133302		
<b>Email:</b>	docketing@mbhb.com, moran@mbhb.com		
<b>Correspondent Name:</b>	Eric R. Moran		
<b>Address Line 1:</b>	300 South Wacker Drive, 31st Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Eric R. Moran		
<b>SIGNATURE:</b>	/Eric R. Moran/		
<b>DATE SIGNED:</b>	10/08/2019		
<b>Total Attachments: 11</b>			
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source=Singulex - Novilux Assignment of Trademarks 29 Jul 2019#page11.tif

## ASSIGNMENT OF TRADEMARKS

July 29, 2019

WHEREAS, Singulex, Inc., a Delaware corporation ("Debtor"), with its principal place of business located at 1701 Harbor Bay Parkway, #200, Alameda, CA 94502, is the owner of the entire right, title and interest in and to the Trademarks and Trademark Applications (as defined below);

WHEREAS, Debtor is indebted to Fisk Ventures, LLC, a Delaware limited liability company ("Secured Party"), which holds security interests in substantially all of Debtor's personal property, including the Trademarks and Trademark Applications;

WHEREAS, Debtor is currently in default of its obligations to Secured Party pursuant to the terms of a Credit Agreement and Guaranty, dated as of March 30, 2017 (as amended, supplemented, and/or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Secured Party is entitled to exercise its remedies under the Loan Documents (as defined in the Credit Agreement) and applicable law, including the Uniform Commercial Code as presently enacted in the State of New York (including, to the extent applicable to the transactions contemplated herein, the Uniform Commercial Code as enacted in any other state, the "Code"; terms used herein and defined in Section 9-101 of the Code shall have the meanings ascribed to such terms therein);

WHEREAS, Secured Party conducted a public foreclosure sale (the "Foreclosure Sale"), credit bid certain of the obligations owing to Secured Party under the Credit Agreement at the Foreclosure Sale, and was declared the successful bidder at the Foreclosure Sale;

WHEREAS, Secured Party designated its subsidiary, Novilux, LLC, a Delaware limited liability company having a principal place of business at c/o Fisk Ventures, LLC, 555 Main St., Suite 500, Racine WI 53403 ("Purchaser") to take title to the Trademarks and Trademark Applications and certain other assets (collectively, the "Transferred Assets") by and pursuant to that certain Secured Party Bill of Sale and Transfer Statement, dated as of July 29, 2019, by and among Secured Party, Debtor, and Purchaser (the "Bill of Sale"); and

WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the Bill of Sale.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the purchase price paid by Purchaser, the receipt and sufficiency of which is hereby acknowledged, Secured Party, through the Foreclosure Sale, does hereby sell, assign, transfer and set over unto Purchaser, its successors and assigns, Debtor's entire right, title, and interest in and to all trademarks and trademark applications of Debtor, including without limitation those listed on Schedule A hereto, and all file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the "Trademarks and Trademark Applications"); together with all rights, credits, judgments, choses in action, rights of set-off and

any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of Debtor in connection with which the aforesaid Trademarks and Trademark Applications have been used.


The Transferred Assets are being sold "as is and where is" and Secured Party makes no, and hereby disclaims any, representation or warranty to Purchaser with respect to the Transferred Assets or the transactions contemplated hereby, including without limitation any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like which by operation of law would otherwise accompany a voluntary disposition of the Transferred Assets. Without limiting the generality of the foregoing, Secured Party makes no representation or warranty, express or implied, as to the validity or utility of the Transferred Assets, title to the Transferred Assets, whether the sale will be free and clear of liens and security interests (other than the security interests of Secured Party), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether transfer documentation executed by Secured Party is sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the Intellectual Property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Any and all costs associated with transferring title to, assigning, perfecting, recording, maintaining, renewing, defending, enforcing, or registering Intellectual Property domestically or in a foreign jurisdiction, including without limitation costs of legalizing and/or translating documents, legal fees, and patent office, trademark office, or other governmental fees, are solely the responsibility of the Purchaser. Further, there is no warranty as to the existence, location or condition of any tangible assets constituting Transferred Assets. Certain equipment and other tangible Transferred Assets of Debtor may be held by or under the control of third parties, and Secured Party makes no, and disclaims any, representation or warranty of any kind as to the title to, lien priority with respect to, or the accessibility of such Transferred Assets.

*{The remainder of this page is intentionally left blank.}*

IN WITNESS WHEREOF, Secured Party has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

SECURED PARTY: FISK VENTURES, LLC

By:

  
Name: Stephen Rose  
Title: Managing Director

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of July, 2019, before me appeared Stephen Rose to me personally known who, being duly sworn, did depose and say that he is the Managing Director of FISK VENTURES, LLC, a Delaware limited liability company, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said Stephen Rose acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

*See attached document*

[Signature Page to Assignment of Trademarks]

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1  
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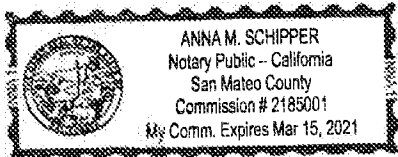
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California  
 County of San Mateo

Subscribed and sworn to (or affirmed) before me  
 on this 29<sup>th</sup> day of July, 2019,  
 by Date Month Year



(1) Stephen Rose  
 (and (2) X),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Assignment of Trademarks Document Date: July 29, 2019  
 Number of Pages: 9 Signer(s) Other Than Named Above: \_\_\_\_\_

The undersigned hereby acknowledges and consents and agrees to the assignment and conveyance of the Trademarks and Trademark Applications pursuant to this Assignment of Trademarks.

**IN WITNESS WHEREOF**, Debtor has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

DEBTOR: SINGULEX, INC.

By:   
Name: Jeff Rona  
Title: Chief Financial Officer

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_ day of July, 2019, before me appeared Jeff Rona, to me personally known who, being duly sworn, did depose and say that he is the Chief Financial Officer of SINGULEX, INC., the Delaware corporation named in and which executed the foregoing instrument and that said instrument was signed on behalf of said Delaware corporation and said Jeff Rona acknowledged said instrument to be the free and authorized act and deed of said Delaware corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*See attached  
Journal*

[Signature Page to Assignment of Trademarks]

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_

2 \_\_\_\_\_

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6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

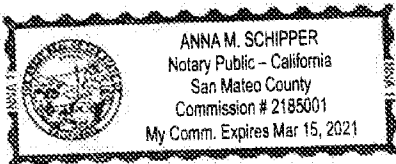
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of San Mateo

Subscribed and sworn to (or affirmed) before me  
 on this 29<sup>th</sup> day of July, 2019,  
 by Date Month Year

(1) Jeff Wong

(and (2) X),  
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature [Handwritten Signature]  
 Signature of Notary Public

Seal  
 Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Assignment of Interests Document Date: July 29 2019  
 Number of Pages: 9 Signer(s) Other Than Named Above: \_\_\_\_\_



The undersigned hereby acknowledges and consents and agrees to the assignment and conveyance of the Trademarks and Trademark Applications pursuant to this Assignment of Trademarks.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed by its duly authorized officer as of the date first set forth above.

DEBTOR: SINGULEX, INC.

By:   
Name: Guido Baechler  
Title: Director and Chief Executive Officer

[Signature Page to Assignment of Trademarks]


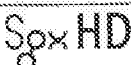
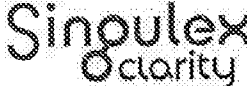
SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

[SEE ATTACHED]




**SINGULEX, INC.**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

**Trademarks Issued:**

Trademark	Registration No.	Registration Date	Filing Location
1. COUNT ON CLARITY	15114879	10/21/2016	EM
2. ERENNA	3513212	10/7/2008	US
3. ERENNA	5788976	8/28/2015	JP
4. ERENNA	13742556	6/11/2015	EM
5. ERENNA	16395712	9/28/2016	CN
6. 	4803428	9/1/2015	US
7. SGX CLARITY	667678	12/23/2014	CH
8. SGX CLARITY	5744681	2/27/2015	JP
9. SGX CLARITY	12689899	9/1/2014	EM
10. SGX HD	11396972	1/28/2014	CN
11. SGX HD	11396973	1/28/2014	CN
12. SGX HD	11396971	1/28/2014	CN
13. SGX HD	11396962	1/28/2014	CN
14. SGX HD	4488761	2/25/2014	US
15. 	4488762	2/25/2014	US
16. SGX VISION	702282	5/17/2017	CH
17. SGX VISION	16361801	6/8/2017	EM
18. SGX VISION	5983128	9/22/2017	JP
19. SGX VISION	5176901	4/4/2017	US
20. SINGULEX	6406185	11/27/2008	EM
21. SINGULEX	569386	3/18/2008	CH
22. SINGULEX	4384146	8/13/2013	US
23. SINGULEX	3382309	2/12/2008	US
24. SINGULEX	11396967	1/28/2014	CN
25. SINGULEX	11396968	1/28/2014	CN
26. SINGULEX	11396970	1/28/2014	CN
27. SINGULEX	11396969	1/28/2014	CN
28. SINGULEX CLARITY	12489531	8/5/2014	EM
29.  SINGULEX CLARITY (design mark)	016634081	10/4/2017	EM
30. SINGULEX VISION	5622971	12/4/2018	US

Trademark	Registration No.	Registration Date	Filing Location
31. SINGULEX VISION	1027866	6/18/2029	CA
32. SINGULEX VISION	5983127	9/22/2017	JP
33. SINGULEX VISION	702281	5/17/2017	CH
34. SINGULEX VISION	23226133	3/21/2017	CN
35. SINGULEX VISION	016361792	6/8/2017	EM
36. SINGULEX WELLNESS	4725376	4/21/2015	US
37. <b>Singulex Wellness</b>	4933795	4/5/2016	US
38. SMC	13009758	11/11/2014	EM
39. SMC	666428	11/20/2014	CH
40. SMC	5744629	2/27/2015	JP
41. SMC	15160766	11/14/2015	CN
42. SMC	15160765	7/21/2016	CN

Trademarks Filed/Pending

Trademark	Serial Number	Filing Date	Filing Location
1. BIOREMARKABLE	17387499	10/26/2017	EM
2.  SGX CLARITY	86/216816	3/10/2014	US
3. SGX VISION	23226134	3/21/2017	CN
4. SGX VISION	34484588	11/6/2018	CN
5. SINGULEX CLARITY	86/161177	1/9/2014	US
6.  SINGULEX CLARITY (design mark)	87/402905	4/7/2017	US
7. SMC	1682057	6/19/2014	CA
8. SMC	88/100503	8/31/2018	US
9. 	86/508331	1/20/2015	US