

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIO-OPTRONICS, INC.		10/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4418034	MOMENTUM	
Registration Number:	4418032	BIOPOINT	
Registration Number:	4435402	BIO-OPTRONICS	
Registration Number:	3341869	CLINICAL CONDUCTOR	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000034		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	11/07/2019		

CH \$115.00 4418034

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 18, 2019 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), Bio-Optronics, Inc., a Delaware Corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of October 18, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BIO-OPTRONICS, INC.

By _____

Name: Daniel Kerpelman

Title: CEO

Address for Notices:

Attn: CEO
1890 S. Winton Road, Suite 190
Rochester, New York 14618
Fax: (585) 272-7273

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

Name: _____

Title: _____

Address for Notices:

Attn: Darren Gastrock, Vice President
28 State Street
Suite 2301
Boston, Massachusetts 02109
Tel: (617) 995-1312
Fax:

provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BIO-OPTRONICS, INC.

By

Name:

Title:

Address for Notices:

Attn:
1800 S.Winton Road, Rochester,
New York 14618
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By 

Name: Darren Gastrock

Title: Director

Address for Notices:

Attn: Darren Gastrock, Vice President
28 State Street
Suite 2301
Boston, Massachusetts 02109
Tel: (617) 995-1312
Fax:

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ×

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
MOMENTUM	78868723	4,418,034		February 22, 2013
BIOPOINT	85857728	4,418,032		February 22, 2013
BIO-OPTRONICS	85857668	4,435,402		February 22, 2013
CLINICAL CONDUCTOR	78868723	3,341,869		April 25, 2006

