

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORFLO Technologies, LLC		05/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Rd.		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85376056	MOXI Z	
Serial Number:	86125344	MOXI FLOW	
Serial Number:	86458929	NEXT-GEN FLOW CYTOMETRY	
Serial Number:	77848484	ORFLO	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	06/04/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 21, 2020 by and between COMERICA BANK ("Bank") and ORELO TECHNOLOGIES, INC. a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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.

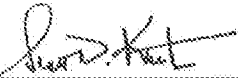
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

ORFLO Technologies, LLC
c/o Gemini Bioproducts, LLC
930 Riverside Parkway
West Sacramento, CA 95605
Attn: Scott Kantor

GRANTOR:

ORFLO TECHNOLOGIES, LLC

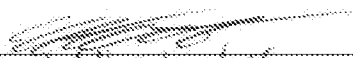
By: 
Name: Scott D. Kantor
Title: CFO

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 
Name: Walter Weston
Title: SUP

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Walter Weston
FAX: (425) 452-2510

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Pipette instrument	9470616 13266450	10/18/2016 04/27/2009
Fluorescence flow cytometry	8735853 13492805	05/27/2014 06/09/2012
Disposable particle counter cartridge	8329437 12639095	12/11/2012 12/16/2009
Pipette	D596756 D312537	07/21/2009 10/29/2008
Pipette tip box	D593207 D312539	05/26/2009 10/29/2008
Pipette tip	D593205 D312538	05/26/2009 10/29/2008
Thin film particle sensor	7520164 11800167	04/21/2009 05/04/2007
Fluorescence-activated cell detector	7515268 11701711	04/07/2009 02/02/2007
Fluorescence flow cytometry device and method	9528926 14801367	12/27/2016 07/16/2013
Method for manufacturing a microfluidic sensor	8608891 13474485	12/17/2013 05/17/2012
Microfluidic interrogation device	9952135 15006332	04/24/2018 01/26/2016
Bracelet assembly	D569756 D289399	05/27/2008 07/18/2007
Fluorescence-activated cell detector	8072603 12378757	12/06/2011 02/19/2009
Instrumented pipette tip	8015887 12679548	09/13/2011 09/26/2008
Microfluidic interrogation device	9293311 13666131	03/22/2016 11/01/2012
Thin film particle sensor	8171778	05/08/2012

	12381252	03/10/2009
Method for manufacturing a microfluidic sensor	8182635 12936243	05/22/2012 04/07/2009
Combined optical imaging and electrical detection to characterize particles carried in a fluid	8804105 13431877	08/12/2014 03/27/2012
Sample-acquiring microfluidic tester	9333502 13615252	05/10/2016 09/13/2012
Fluorescence flow cytometry device and method	9103760 14287188	08/11/2015 05/26/2014
Fluorescence flow cytometry device and method	9945770 15362356	04/17/2018 11/28/2016
METHOD FOR MULTIPLEXED MICROFLUIDIC BEAD-BASED IMMUNOASSAY	15159652	05/19/2016
SAMPLE-ACQUIRING MICROFLUIDIC TESTER	15135316	04/21/2016
Method for multiplexed microfluidic bead-based immunoassay	9452429 13629784	09/27/2016 09/28/2012
Reusable thin film particle sensor	8616048 12985536	12/31/2013 01/06/2011
Thin film sensor	7579823 12156605	08/25/2009 06/03/2008
Thin film sensor	7417418 11452583	08/26/2008 06/14/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOXI Z	4108498 85376056	03/06/2012 07/20/2011
MOXI FLOW	4642479 86125344	11/18/2014 11/21/2013
NEXT-GEN FLOW CYTOMETRY	4947205 86458929	04/26/2015 11/19/2014
ORFLO	4035529 77848484	10/04/2011 10/14/2009

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