

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MBIO DIAGNOSTICS, INC. dba LIGHTDECK DIAGNOSTICS		02/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HESKA CORPORATION		
Street Address:	3760 Rocky Mountain Ave.		
City:	Loveland		
State/Country:	COLORADO		
Postal Code:	80538		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0043885		
Registration Number:	4183706	MBIO DIAGNOSTICS	
Registration Number:	3992099	SNAPESI	
CORRESPONDENCE DATA			
Fax Number:	6026409050		
<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:	602-640-9392		
Email:	trademarks@omlaw.com		
Correspondent Name:	Tristan J. Colyar		
Address Line 1:	2929. N. Central Ave., Ste. 2100		
Address Line 2:	c/o Osborn Maledon, P.A.		
Address Line 4:	Phoenix, ARIZONA 85012		
NAME OF SUBMITTER:	Tristan J. Colyar		
SIGNATURE:	/tristan.j.colyar/		
DATE SIGNED:	02/01/2021		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of February 1, 2021, between MBIO DIAGNOSTICS, INC., D/B/A LIGHTDECK DIAGNOSTICS a Delaware corporation ("Grantor"), and HESKA CORPORATION, a Delaware corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make an advance of money and to extend certain financial accommodations to Grantor (the "Loan") in the amount and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all 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;

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

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(g) All 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(e) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service that Grantor determines in good faith should be registered, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(f) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such actions as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement solely to amend Exhibits A, B and C, as appropriate, without first obtaining Grantor's approval of or signature to such modification, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the Colorado Uniform Commercial Code.

4. Events of Default. An Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by electronic signatures. Grantor and Secured Party expressly agree to conduct the transactions contemplated by this Agreement by electronic means (including, without limitation, with

respect to the execution, delivery, storage and transfer of this Agreement by electronic means and to the enforceability of electronic Loan Documents). Delivery of an executed signature page to this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

GRANTOR:

MBIO DIAGNOSTICS, INC. D/B/A
LIGHTDECK DIAGNOSTICS

DocuSigned by:
By: Christopher Myatt
Name: Christopher J. Myatt
Title: Chief Executive Officer

Address for Notices:

5603 Arapahoe Avenue, Suite 1
Boulder, CO 80303
Attn: Christopher J. Myatt
Email: chris.myatt@lightdeckdx.com
Phone #: 303-952-2815

SECURED PARTY:

HESKA CORPORATION, INC.

By: _____
Name: Kevin S. Wilson
Title: Chief Executive Officer

Address for Notices:

3760 Rocky Mountain Avenue
Loveland, Colorado 80538

Attn: Chief Financial Officer
Fax #: 970-619-3011
Phone #: 970-619-3020

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

MBIO DIAGNOSTICS, INC. D/B/A
LIGHTDECK DIAGNOSTICS

By: _____

Name: Christopher J. Myatt

Title: Chief Executive Officer

Address for Notices:

5603 Arapahoe Avenue, Suite 1
Boulder, CO 80303
Attn: Christopher J. Myatt
Email: chris.myatt@lightdeckdx.com
Phone #: 303-952-2815

SECURED PARTY:

HESKA CORPORATION, INC.

By:  _____

Name: Kevin S. Wilson

Title: Chief Executive Officer

Address for Notices:

3760 Rocky Mountain Avenue
Loveland, Colorado 80538

Attn: Chief Financial Officer
Fax #: 970-619-3011
Phone #: 970-619-3020

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

MIBIO PATENT												
Matter No	Title	Family	Country	Application No	Application Date	Patent No	Grant Date	Expiration Date				
515862	Diagnostic Cartridge	Design Patents	US	29,393,974	06/10/2011	D668,779	10/09/2012	10/09/2026				
515863	Diagnostic Cartridge Reader	Design Patents	US	29,393,971	06/10/2011	D678,530	03/19/2013	03/19/2027				
519448	Waveguide With Integrated Lens	Waveguide & Low-n Core	US	12,617,535	11/12/2009	8,300,993	10/30/2012	11/12/2029				
520980	Waveguide with Integrated Lens	Waveguide & Low-n Core	ZA	2011/06358	02/24/2010	2011/06358	12/27/2012					
520981	Waveguide with Integrated Lens	Waveguide & Low-n Core	JP	2011552982	02/24/2010	5844644	11/27/2015	02/24/2030				
520983	Waveguide with Integrated Lens	Waveguide & Low-n Core	CN	2010800147928	02/24/2010	ZL2010800147928	04/01/2015					
520984	Planar Optical Waveguide With Core Of Low-Index-Of Refraction Interrogation Medium	Waveguide & Low-n Core	US	12,942,234	11/09/2010	8,331,751	1/12/2012	11/12/2029				
520986	Integrated Sample Preparation And Analyte Detection		US	12,871,402	08/30/2010	8,697,435	04/15/2014	03/11/2032				
521022	System And Method For Detecting Multiple Molecules In One Assay		US	13,233,794	09/15/2011	8,586,347	11/19/2013	09/15/2031				
523862	Diagnostic Cartridge		US	29,412,060	01/30/2012	D668,350	10/02/2012	10/02/2026				
525214	Planar Optical Waveguide With Core Of Low-Index-Of Refraction Interrogation Medium	Waveguide & Low-n Core	US	13,693,810	12/04/2012	8,606,066	12/10/2013	11/12/2029				
525332	Diagnostic Cartridge Reader		US	29,416,269	03/20/2012	D682,432	05/14/2013	05/14/2027				
533978	Diagnostic Cartridge Reader		US	29,451,535	04/03/2013	D731,662	06/09/2015	06/09/2029				

= issued US patent
= issued non-US

543026	System and Method for Detecting Multiple Molecules in One Assay	System and Methods for Detecting Multiple Molecules in One Assay (MO)	EP	11764633.1	09/15/2011	2616797	01/11/2017	09/15/2030
543212	Particle Identification System, Cartridge and Associated Methods	CD4 Particle Counting System	US	13/831,757	03/15/2013	9,739,714	08/22/2017	09/09/2033
543213	System And Device For Analyzing A Fluidic Sample	CD4 Particle Counting System	US	13/831,809	03/15/2013	10,114,020	10/30/2018	01/31/2032
543214	System And Method For Detecting Multiple Molecules In One Assay	System and Methods for Detection Multiple Molecules in One Assay (MO)	US	13/831,788	03/15/2013	9,212,995	12/15/2015	10/13/2030
543216	Fluidic Assay Cartridge With Controlled Passive Flow	System and Methods for Detection Multiple Molecules in One Assay (MO)	US	13/878,611	10/11/2011	9,341,504	05/17/2016	10/11/2030
545039	Fluidic Assay Cartridge With Controlled Passive Flow	System and Methods for Detection Multiple Molecules in One Assay (MO)	EP	11776948.9	10/11/2011	2627987	09/13/2017	10/11/2031
571523	Planar Waveguide Based Cartridges and Associated Methods for Detecting Target Analyte	System And Method For Detecting Multiple Molecules In One Assay	US	14/968,583	12/14/2015	9,658,222	05/23/2017	11/12/2029
575990	Methods and Devices for Performing High Dynamic Range Immunoassays	Improved Dynamic Range Immunoassays	US	14/959,699	12/04/2015	10,451,615	10/22/2019	
588356	System and Method for Detecting Multiple Molecules in One Assay	System and Methods for Detection Multiple Molecules in One Assay (MO)	DE	11764633.1	09/15/2011	602011034288.6	01/11/2017	
588357	System and Method for Detecting Multiple Molecules in One Assay	System and Methods for Detection Multiple Molecules in One Assay (MO)	GP	11764633.1	09/15/2011	2616797	01/11/2017	

588338	System and Method for Detecting Multiple Molecules in One Assay	System and Methods for Detection Multiple Molecules in One Assay (M ₀)	FR	11764633.1	09/15/2011	2616797	01/11/2017	
595036	Fluidic Assay Cartridge With Controlled Passive Flow	System and Methods for Detection Multiple Molecules in One Assay (M ₀)	DE	11776948.9	10/11/2011	602011041580.8	09/13/2017	
595037	Fluidic Assay Cartridge With Controlled Passive Flow	System and Methods for Detection Multiple Molecules in One Assay (M ₀)	FR	11776948.9	10/11/2011	2627987	09/13/2017	
595039	Fluidic Assay Cartridge With Controlled Passive Flow	System and Methods for Detection Multiple Molecules in One Assay (M ₀)	GB	11776948.9	10/11/2011	2627987	09/13/2017	
596090	Waveguide with Integrated Lens		FR	10783732.0	02/24/2010	2404203	01/17/2018	
596091	Waveguide with Integrated Lens		DE	10783732.0	02/24/2010	6020110048137.9	01/17/2018	
596092	Waveguide with Integrated Lens		GB	10783732.0	02/24/2010	2404203	01/17/2018	
596327	Waveguide With Integrated Lens	Waveguide & Low-n Core	EP	18151247.6	01/11/2018			
603030	Mechanical Lysis Apparatus and Method	Lysis Methods	US	16/034,926	07/13/2018			
603032	Mechanical Lysis Apparatus and Method	Lysis Methods	WO	PCT/US18/42003	07/13/2018			
619587	Mechanical Lysis Apparatus and Method	Lysis Methods	CA	3,068,336	07/13/2018			
619592	Mechanical Lysis Apparatus and Method	Lysis Methods	EP	18831853.9	07/13/2018			

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
LIGHTDECK	4,388,514	08/20/2013
MBIODIAGNOSTICS	4,183,706	07/31/2012
SNAPESI	3,992,099	07/12/2011