

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apricot Designs, Inc.		02/26/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Security Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85609768	APRICOT DESIGNS	
Serial Number:	88397076	APRICOT DESIGNS	
Serial Number:	88108347		
Serial Number:	88108420		
Serial Number:	88670950	DESIGNS THAT MAKE SENSE	
Serial Number:	85695065	ESP EXTERNALLY SEALED PIPETTE TIPS	
Serial Number:	88397069	EVAPOREX	
Serial Number:	85695018	EZ LOAD PIPETTE TIPS	
Serial Number:	85695052	EZ LOAD STRIP TIPS	
Serial Number:	85610923	IPIPETTE	
Serial Number:	85612583	IPIPETTEPRO	
Serial Number:	85610949	PERSONALPIPETTOR	
Serial Number:	86724505	S-PIPETTE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 85609768

Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1334707 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 03/01/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of February 26, 2021 by and between **SILICON VALLEY BANK** as security trustee (together with its successors, in such capacity, the “Security Agent”) for the Secured Parties (as defined in the Facilities Agreement, defined below), and **APRICOT DESIGNS, INC.** (“Grantor”).

RECITALS

A. The Secured Parties (as defined in the Facilities Agreement (defined below)) have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to certain affiliates of Grantor in the amounts and manner set forth in that certain Senior Facilities Agreement, originally dated September 27, 2018 (as amended and restated by that certain amendment and restatement deed dated July 8, 2019 and as further amended and restated by that certain amendment and restatement deed, dated January 15, 2021 and as further amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”), among **SPT ACQUICO LIMITED**, a company incorporated in England and Wales and **SPT PLEDEGCO LIMITED**, a Company incorporated in England and Wales (registered number 11375107) with its registered office at 1 Duchess Street, Ground Floor, Suite 2, London, W1W 6AN (the “Parent”), the Borrowers (as defined in the Facilities Agreement) from time to time party thereto (each a “Borrower” and collectively, the “Borrowers”), the Guarantors (as defined in the Facilities Agreement) from time to time party thereto (each a “Guarantor” and collectively, the “Guarantors”), the Security Agent and certain other parties thereto. Pursuant to the Facilities Agreement, Grantor has guaranteed all obligations of Borrowers to the Secured Parties. To secure Grantor’s obligations to the Secured Parties, Grantor and Security Agent have entered into a certain Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Collateral Agreement”). Secured Parties are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrowers and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Security Agent, for the ratable benefit of the Secured Parties, 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 Borrowers’ and Grantor’s obligations to the Secured Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure Borrowers’ and Grantor’s obligations to the Secured Parties, Grantor grants and pledges to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement and the Collateral Agreement, each of which is hereby incorporated by reference. The provisions of the Facilities Agreement and the Collateral Agreement shall supersede and

control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION)

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.

GRANTOR:

APRICOT DESIGNS, INC.

By:  _____

Name: Patrick Bennett
Title: President

SECURITY AGENT:

SILICON VALLEY BANK

By:

Name: _____
Title:

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.

GRANTOR:

APRICOT DESIGNS, INC.

By:

Name: _____

Title:

SECURITY AGENT:

SILICON VALLEY BANK

By: *AR de Vaux*

Name: *Andy de Vaux*

Title: *Director.*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Registered IP	Serial Number or Application Number	Jurisdiction of Registration
Apparatus and Method for Using a Tip Collar on Pipette Tips Providing Structural Rigidity	11/774,431	United States
Pipette Block with Molded Piston Chambers	16/120,127	United States
Pipette Tip Loading and Unloading Mechanism for Single Row Multichannel Pipettors	15/943,604	United States
Pipettor and Externally Sealed Pipette Tip	10/119,100	United States
Pipettor and Externally Sealed Pipette Tip	10/210,712	United States
Pipettor and Externally Sealed Pipette Tip	02786416.4	European Union
Pipettor and Externally Sealed Pipette Tip	2003-583633	Japan
Pipettor and Externally Sealed Pipette Tip	PCT-US02/32930	WIPO

EXHIBIT C

Trademarks

Registered IP	Serial Number or Application Number	Jurisdiction of Registration
Apricot Designs logo	85/609,768	United States
Apricot Designs logo	88/397,076	United States
Apricot logo	88/108,347	United States
Apricot with Background logo	88/108,420	United States
Design That Make Sense	88/670,950	United States
ESP Externally Sealed Pipette Tips	85/695,065	United States
Evaporex	88/397,069	United States
EZ Load Pipette Tips	85/695,018	United States
EZ Load Strip Tips	85/695,052	United States
IPIPETTE logo	85/610,923	United States
IPIPETTEPRO logo	85/612,583	United States
PERSONALPIPETTOR logo	85/610,949	United States
S-PIPETTE	86/724,505	United States

EXHIBIT D

Mask Works

None.