

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rheonix, Inc.		05/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Grasshopper Bank, N.A.		
Street Address:	915 Broadway, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86283099	ENCOMPASS MDX	
Serial Number:	85064006	RHEONIX CARD	
Serial Number:	85051231	RHEONIX	
Serial Number:	85051230	RHEONIX	
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:	05/17/2021		
Total Attachments: 11			
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page1.tif			
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page2.tif			
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page3.tif			

OP \$115.00 86283099

source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page4.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page5.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page6.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page7.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page8.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page9.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page10.tif
source=Grasshopper_Rheonix_Intellectual Property Security Agreement_Executed_5-17-21#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 17, 2021 by and between GRASSHOPPER BANK, N.A. (“Bank”) and RHEONIX, INC. (“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 as of the date hereof (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). 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (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 Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan 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).

[Signature page follows.]

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:

RHEONIX, INC.

DocuSigned by:
Christopher A. Smith
-----FEA89B1CE38D4E4...

By: Christopher A. Smith

Title: COO and CFO

BANK:

GRASSHOPPER BANK, N.A.

DocuSigned by:
Blake English
-----A26AA9B3B251417...

By: Blake English

Title: Head of Lending Services

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHANNEL-LESS PUMP, METHODS, AND APPLICATIONS THEREOF	16193050	11/16/2018
Strain Typing Assay and Method Without Need for Isolation in Pure Form and Subsequent Longitudinal Strain Tracking	15978333	05/14/2018
MICROFLUIDIC PUMP AND VALVE STRUCTURES AND FABRICATION METHODS	10119619 15429706	11/06/2018 02/10/2017
Self-contained Biological Assay Apparatus, Methods, and Applications	9556478 15061478	01/31/2017 03/04/2016
QUANTITATIVE MULTIPLEXED IDENTIFICATION OF NUCLEIC ACID TARGETS	10538805 14983913	01/21/2020 12/30/2015
SELF-CONTAINED BIOLOGICAL ASSAY APPARATUS, METHODS, AND APPLICATIONS	9328381 14798719	05/03/2016 07/14/2015
CHANNEL-LESS PUMP, METHODS, AND APPLICATIONS THEREOF	10180133 14548474	01/15/2019 11/20/2014
SELF-CONTAINED BIOLOGICAL ASSAY APPARATUS, METHODS, AND APPLICATIONS	9102979 14609697	08/11/2015 01/30/2015
MICROFLUIDIC APPARATUS, METHOD, AND APPLICATIONS	10081828 14478049	09/25/2018 09/05/2014
MICROFLUIDIC APPARATUS, METHOD, AND APPLICATIONS	10865436 14478012	12/15/2020 09/05/2014
MICROFLUIDIC CHIPS AND ASSAY SYSTEMS	9134207 14268399	09/15/2015 05/02/2014
MICROFLUIDIC PUMP AND VALVE STRUCTURES AND FABRICATION METHODS	9638338 14274698	05/02/2017 05/10/2014

LAMINATED MICROFLUIDIC STRUCTURES AND METHOD FOR MAKING	8926782 14268194	01/06/2015 05/02/2014
MICROFLUIDIC DEVICE-BASED NUCLEIC ACID PURIFICATION METHOD	9169479 14226204	10/27/2015 03/26/2014
MICROFLUIDIC SYSTEMS AND METHODS	9151701 14103008	10/06/2015 12/11/2013
SELF-CONTAINED BIOLOGICAL ASSAY APPARATUS, METHODS, AND APPLICATIONS	8986614 13836032	03/24/2015 03/15/2013
SELF-CONTAINED BIOLOGICAL ASSAY APPARATUS, METHODS, AND APPLICATIONS	9096890 13770521	08/04/2015 02/19/2013
MICROFLUIDIC CHIPS AND ASSAY SYSTEMS	8778280 13759131	07/15/2014 02/05/2013
MICROFLUIDIC APPARATUS, METHOD, AND APPLICATIONS	8852919 13678732	10/07/2014 11/16/2012
MICROFLUIDIC PUMP AND VALVE STRUCTURES AND FABRICATION METHODS	8763641 13662824	07/01/2014 10/29/2012
MICROFLUIDIC PUMP AND VALVE STRUCTURES AND FABRICATION METHODS	8512502 13555506	08/20/2013 07/23/2012
MICROFLUIDIC DEVICE-BASED NUCLEIC ACID PURIFICATION METHOD	8722329 13400857	05/13/2014 02/21/2012
QUANTITATIVE MULTIPLEXED IDENTIFICATION OF NUCLEIC ACID TARGETS	9284613 13273522	03/15/2016 10/14/2011
MICROFLUIDIC SYSTEMS AND CONTROL METHODS	8609039 13331211	12/17/2013 12/20/2011
MICROFLUIDIC CHIPS AND ASSAY SYSTEMS	8323586 13189787	12/04/2012 07/25/2011
MICROFLUIDIC SYSTEMS AND CONTROL METHODS	8101428 13152881	01/24/2012 06/03/2011

SELF-CONTAINED BIOLOGICAL ASSAY APPARATUS, METHODS, AND APPLICATIONS	8383039 13033165	02/26/2013 02/23/2011
LAMINATED MICROFLUIDIC STRUCTURES AND METHOD FOR MAKING	8715447 13185619	05/06/2014 07/19/2011
MICROFLUIDIC CHIPS AND ASSAY SYSTEMS	8372355 13111137	02/12/2013 05/19/2011
LATENT SOLVENT-BASED MICROFLUIDIC APPARATUS, METHODS, AND APPLICATIONS	8715446 13010014	05/06/2014 01/20/2011
MICROFLUIDIC PUMP AND VALVE STRUCTURES AND FABRICATION METHODS	8646482 12855058	02/11/2014 08/12/2010
Laminated Microfluidic Structures and Method for Making	8057629 12539797	11/15/2011 08/12/2009
Integrated microfluidic device and methods	9132398 12249872	09/15/2015 10/10/2008
Microfluidic pump and valve structures and fabrication methods	8535020 12248496	09/17/2013 10/09/2008
Fabrication methods for microfluidic pump and valve structures	8293053 12248521	10/23/2012 10/09/2008
Microfluidic systems	7976795 11594444	07/12/2011 11/08/2006
Microfluidic chips and assay systems	7959875 11650006	06/14/2011 01/05/2007
Laminated microfluidic structures and method for making	7837821 12033958	11/23/2010 02/20/2008
Microfluidic pump and valve structures and fabrication methods	7832429 11242694	11/16/2010 10/03/2005
Laminated microfluidic structures and method for making	7608160 10964216	10/27/2009 10/13/2004

Fabrication of ultra-shallow channels for microfluidic devices and systems	7171975 10366087	02/06/2007 02/12/2003
Reconfigurable modular microfluidic system and method of fabrication	7011793 10807051	03/14/2006 03/23/2004
MICROFLUIDIC APPARATUS, METHOD, AND APPLICATIONS	17092379	11/09/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENCOMPASS MDX	86283099	05/16/2014
	4674626	01/20/2015
RHEONIX CARD	85064006	06/16/2010
	4016901	08/23/2011
RHEONIX	85051231	05/31/2010
	3953841	05/03/2011
RHEONIX	85051230	05/31/2010
	3953840	05/03/2011

EXHIBIT D

Mask Works

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