

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650581

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900609091
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMPEL, LLC		12/09/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	UNITED BANK
Street Address:	1700 K Street NW
City:	Washington
State/Country:	D.C.
Postal Code:	20006
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	88172641	I-SCOPE
Serial Number:	88925440	COVGENE
Serial Number:	90009099	LUGENE
Serial Number:	90009146	LUGENE
Serial Number:	90340183	AMPEL GENOMIC PLATFORM
Serial Number:	90340326	AGP
Serial Number:	90340367	P-SCOPE
Serial Number:	90340501	T-SCOPE
Serial Number:	90340465	CELLSCAN
Serial Number:	90340419	BIG-C
Serial Number:	90340541	GENOMIC FINGERPRINTING
Serial Number:	90340575	LUGENE ANALYTICS
Registration Number:	5774608	AMPEL
Registration Number:	5792575	AMPEL BIO SOLUTIONS LLC
Registration Number:	5428721	LUPRO
Registration Number:	4912249	LRXL
Registration Number:	4854238	LRXL STAT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4803479	COLTS

CORRESPONDENCE DATA

Fax Number: 3042852575

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.

Phone: 304-285-2509

Email: cwise@bowlesrice.com

Correspondent Name: Charles C. Wise III

Address Line 1: 125 Granville Square Suite 400

Address Line 2: www.bowlesrice.com

Address Line 4: Morgantown, WEST VIRGINIA 26501

NAME OF SUBMITTER:	Charles C. Wise III
SIGNATURE:	/Charles C. Wise III/
DATE SIGNED:	05/29/2021

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 9, 2020 by and from AMPEL, LLC, a Virginia limited liability company (the "Grantor"), to and in favor of UNITED BANK, a Virginia banking corporation, (the "Grantee").

WHEREAS, the Grantor and the Grantee have entered into a Loan Agreement dated as of December 9, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Grantor has entered into a Security Agreement dated as of December 9, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure the Obligations (as such term is defined in the Security Agreement).

WHEREAS, the Grantor owns the patents listed on Schedule I attached hereto (the "Patents"), which Patents are registered or applied for with the United States Patent and Trademark Office.

WHEREAS, the Grantor owns the trademarks listed on Schedule II attached hereto (the "Trademarks"), which Trademarks are registered or applied for with the United States Patent and Trademark Office.

WHEREAS, the Grantor owns the copyrights listed on Schedule III attached hereto (the "Copyrights"), which Copyrights are registered or applied for with the United States Copyright Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor. Upon the payment in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Patents, Trademarks and Copyrights acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in all of the Grantor's right, title and interest in and to the Patents, Trademarks and Copyrights now owned or from time to time after the date hereof owned or acquired by the Grantor (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable law), together with (i) all proceeds of the Patents, Trademarks and Copyrights, (ii) the goodwill associated with such Patents, Trademarks and Copyrights and (iii) all causes of action arising prior to or after the date hereof for infringement of the Patents, Trademarks and Copyrights or unfair competition regarding the same.

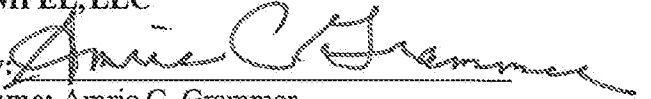
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an electronically executed signature page to this Confirmatory Grant by electronic means shall be as effective as delivery of a manually signed counterpart of this Confirmatory Grant.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

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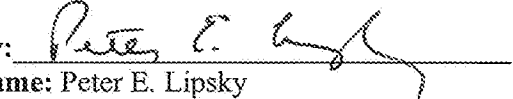
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

AMPEL, LLC

By: 

Name: Amrie C. Grammer

Title: Member

By: 

Name: Peter E. Lipsky

Title: Member

CONFIRMATORY GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

SCHEDULE I

List of Patents


<u>PATENT / APPLICATION NO.</u>	<u>FILING DATE</u>
US 16/557,301 (non-provisional)	August 30, 2019
PCT/US19/49129 (PCT)	August 30, 2019
US 16/679,109 (non-provisional)	November 8, 2019
PCT/US19/60641 (PCT)	November 8, 2019
US 63/024,730 (provisional)	May 14, 2020
US 63/023,088 (provisional)	May 11, 2020

CONFIRMATORY GRANT OF SECURITY INTEREST
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SCHEDULE II

List of Trademarks

REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
AMPEL	5,774,608	June 11, 2019
	5,792,575	July 2, 2019
LuPRO	5,428,721	March 20, 2018
LRxL	4,912,249	March 8, 2016
LRxL STAT	4,854,238	November 17, 2015
CoLTs	4,803,479	September 1, 2015

PENDING TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
I-Scope	88172641	October 29, 2018
CovGENE	88925440	May 20, 2020
LuGENE	90009099	June 18, 2020
LuGENE	90009146	June 18, 2020
AMPEL GENOMIC PLATFORM	90340183	November 24, 2020
AGP	90340326	November 24, 2020
P-SCOPE	90340367	November 24, 2020
T-SCOPE	90340501	November 24, 2020
CELLSCAN	90340465	November 24, 2020

PENDING TRADEMARK APPLICATIONS
(cont'd)

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
BIG-C	90340419	November 24, 2020
GENOMIC FINGERPRINTING	90340541	November 24, 2020
LUGENE ANALYTICS	90340575	November 24, 2020

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SCHEDULE III

List of Copyrights

None.