

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSCOPIX, INC.		11/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WTI FUND X, INC.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5432866	INSCOPIX	
Registration Number:	5449263	NVISTA	
Registration Number:	6055908	NVOKE	
Registration Number:	5313086	PROVIEW	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	4159811400		
Email:	nsust@foxrothschild.com		
Correspondent Name:	Jeff Klugman		
Address Line 1:	1 Front Street Suite 3200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Jeffrey T. Klugman		
SIGNATURE:	/Jeffrey T. Klugman/		
DATE SIGNED:	11/05/2021		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 5, 2021, between INSCOPIX, INC., a Delaware corporation ("Grantor"), and WTI FUND X, INC., a Maryland 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 certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts 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 Loans 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.

AGREEMENT

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, subject to the terms of the Loan Agreement, 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 ownership interest or rights in (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 may impair the validity or enforceability of such intent-to-use trademark under 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 or grant of security interest 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, in each case, except as could not reasonably be expected to result in a Material Adverse Effect;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a**

report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed during such fiscal quarter in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the material Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of infringements detected that could reasonably be expected to result in a Material Adverse Effect, 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;

(f) 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, 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 or where the failure to so register could not reasonably be expected to result in a Material Adverse Effect. 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

(g) Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that 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 action, in each case, as may reasonably be 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 reasonably necessary or advisable to perfect and, after the occurrence and during the continuance of an Event of Default, enforce the Liens granted pursuant to this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, 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 reasonable 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 California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

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]

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

INSCOPIX, INC.

By: 
Name: Kunal Ghosh
Title: Chief Executive Officer

Address for Notices:

2462 Embarcadero Way
Palo Alto, CA 94303
Attn: Kunal Ghosh
Phone #: 650-646-3807
Email: kunal@inscopix.com

SECURED PARTY:

WTI FUND X, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

INSCOPIX, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:

Fax #:

Phone #:

SECURED PARTY:

WTI FUND X, INC.

By: Maurice Werdegar _____

Name: Maurice Werdegar

Title: Chief Executive Officer

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
OPTICAL ANALYSIS SYSTEM AND APPROACH THEREFOR	8,346,346	01-Jan-2013
OPTICAL ANALYSIS SYSTEM AND APPROACH THEREFOR	9,161,694	20-Oct-2015
OPTICAL ANALYSIS SYSTEM AND APPROACH THEREFOR	9,839,361	12-Dec-2017
OPTICAL ANALYSIS SYSTEM AND APPROACH THEREFOR	15/830,894	04-Dec-2017
OPTICAL ANALYSIS SYSTEM AND APPROACH THEREFOR	15/967,211	30-Apr-2018
OPTICAL ANALYSIS SYSTEM AND APPROACH THEREFOR	16/140,241	24-Sep-2018
LIVE BEING OPTICAL ANALYSIS SYSTEM AND APPROACH	8,788,021	22-Jul-2014
LIVE BEING OPTICAL ANALYSIS SYSTEM AND APPROACH	9,636,020	02-May-2017
LIVE BEING OPTICAL ANALYSIS SYSTEM AND APPROACH	15/443,999	27-Feb-2017
LIVE BEING OPTICAL ANALYSIS SYSTEM AND APPROACH	15/727,317	06-Oct-2017
LIVE BEING OPTICAL ANALYSIS SYSTEM AND APPROACH	15/967,148	30-Apr-2018
LIVE BEING OPTICAL ANALYSIS SYSTEM AND APPROACH	16/140,270	24-Sep-2018
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	9,195,043	24-Nov-2015
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	9,629,554	25-Apr-2017
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	9,474,448	25-Oct-2016
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	9,498,135	22-Nov-2016
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	10,813,552	27-Oct-2020

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	17/080,295	26-Oct-2020
MICROSCOPY IMAGING DEVICE WITH ADVANCED IMAGING PROPERTIES	PCT/US2011/049180	25-Aug-2011
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	61/597,670	10-Feb-2012
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	13/761,875	07-Feb-2013
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	15/403,819	11-Jan-2017
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	10,200,657	05-Feb-2019
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	16/227,044	20-Dec-2018
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	16/809,991	05-Mar-2020
SYSTEMS AND METHODS FOR DISTRIBUTED VIDEO MICROSCOPY	PCT/US2013/025182	07-Feb-2013
MINIATURIZED IMAGING DEVICES, SYSTEMS AND METHODS	61/722,721	05-Nov-2012
MINIATURIZED IMAGING DEVICES, SYSTEMS AND METHODS	15/682,326	21-Aug-2017
MINIATURIZED IMAGING DEVICES, SYSTEMS AND METHODS	14/440,026	30-Apr-2015
MINIATURIZED IMAGING DEVICES, SYSTEMS AND METHODS	PCT/US2013/068547	05-Nov-2013
SYSTEMS AND METHODS FOR UTILIZING MICROSCOPY	61/601,489	21-Feb-2012
SYSTEMS AND METHODS FOR UTILIZING MICROSCOPY	13/767,814	14-Feb-2013
SYSTEMS AND METHODS FOR UTILIZING MICROSCOPY	PCT/US2013/026232	14-Feb-2013
SYSTEMS AND METHODS FOR HIGHLY PARALLELIZED MICROSCOPY	61/786,331	15-Mar-2013

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
SYSTEMS AND METHODS FOR HIGHLY PARALLELIZED MICROSCOPY	61/786,481	15-Mar-2013
SYSTEMS AND METHODS FOR HIGHLY PARALLELIZED MICROSCOPY	14/213,776	14-Mar-2014
SYSTEMS AND METHODS FOR COLOR IMAGING	62/213,551	02-Sep-2015
SYSTEMS AND METHODS FOR COLOR IMAGING	10,908,405	02-Feb-2021
SYSTEMS AND METHODS FOR COLOR IMAGING	17/121,841	15-Dec-2020
SYSTEMS AND METHODS FOR COLOR IMAGING	PCT/US2016/050277	02-Sep-2016
SYSTEMS AND METHODS FOR OPTOGENETIC IMAGING	62/251,501	05-Nov-2015
SYSTEMS AND METHODS FOR OPTOGENETIC IMAGING	62/383,122	02-Sep-2016
SYSTEMS AND METHODS FOR OPTOGENETIC IMAGING	15/344,061	04-Nov-2016
SYSTEMS AND METHODS FOR OPTOGENETIC IMAGING	10,682,197	16-Jun-2020
SYSTEMS AND METHODS FOR OPTOGENETIC IMAGING	16/851,678	17-Apr-2020
SYSTEMS AND METHODS FOR OPTOGENETIC IMAGING	PCT/US2016/060717	04-Nov-2016
IMPLANTABLE OPTICAL PROBES AND SYSTEMS AND METHODS FOR IMPLANTATION OF OPTICAL PROBES	62/244,660	21-Oct-2015
IMPLANTABLE OPTICAL PROBES AND SYSTEMS AND METHODS FOR IMPLANTATION OF OPTICAL PROBES	15/331,549	21-Oct-2016
IMPLANTABLE OPTICAL PROBES AND SYSTEMS AND METHODS FOR IMPLANTATION OF OPTICAL PROBES	15/955,887	18-Apr-2018
IMPLANTABLE OPTICAL PROBES AND SYSTEMS AND METHODS FOR IMPLANTATION OF OPTICAL PROBES	PCT/US2016/058307	21-Oct-2016
SYSTEMS AND METHODS FOR PROTECTIVE IMAGING	62/380,315	26-Aug-2016
SYSTEMS AND METHODS FOR PROTECTIVE IMAGING	62/451,572	27-Jan-2017

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
ADAPTER FOR MICROSCOPIC IMAGING	62/394,016	13-Sep-2016
ADAPTER FOR MICROSCOPIC IMAGING	62/466,946	03-Mar-2017
ADAPTER FOR MICROSCOPIC IMAGING	62/829,276	04-Apr-2019
ADAPTER FOR MICROSCOPIC IMAGING	10,386,623	20-Aug-2019
ADAPTER FOR MICROSCOPIC IMAGING	16/442,750	17-Jun-2019
ADAPTER FOR MICROSCOPIC IMAGING	17/104,157	25-Nov-2020
ADAPTER FOR MICROSCOPIC IMAGING	PCT/US2017/050437	07-Sep-2017
ADAPTER FOR MICROSCOPIC IMAGING	PCT/US2020/026730	03-Apr-2020
REAGENT COATED LENSES	62/647,377	23-Mar-2018
REAGENT COATED LENSES	17/020,978	15-Sep-2020
REAGENT COATED LENSES	PCT/US2019/023902	25-Mar-2019
MICROSTRUCTURES AND NANOSTRUCTURES ON PROBES	62/691,458	28-Jun-2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
INSCOPIX	5,432,866	27-Mar-2018
NVISTA	5,449,263	17-Apr-2018
NVOKE	6,055,908	19-May-2020
PROVIEW	5,313,086	17-Oct-2017