

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BIOTEK LABORATORIES LLC		12/22/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	1301 Fifth Avenue, 24th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3185821	US BIOTEK LABORATORIES	
Serial Number:	88177780	US BIOTEK LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	9712953377		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Cassandra Mercer		
Address Line 1:	601 SW Second Ave., Ste. 2100		
Address Line 4:	Portland, OREGON 97204-3158		
NAME OF SUBMITTER:	Cassandra Mercer		
SIGNATURE:	/Cassandra Mercer/		
DATE SIGNED:	12/23/2021		
Total Attachments: 30			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Security Agreement"), dated as of December 22, 2021, is executed by **U.S. BIOTEK LABORATORIES LLC**, a Washington limited liability company (the "Grantor"), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

RECITALS

A. Grantor executed those certain promissory notes, dated as of the date hereof (individually and collectively, as each may be amended, restated or otherwise modified, the "Note") in favor of Lender, pursuant to which Lender agreed to provide certain credit accommodations to Grantor (collectively, the "Loan") in connection with that certain Loan Agreement dated as of even date herewith, between Grantor and Lender, as may be amended or restated (the "Loan Agreement"). This Security Agreement, the Loan Agreement, and all other instruments, agreements and documents entered into from time to time, evidencing or securing the Loan or any obligation of payment thereof or performance of Grantor's obligations in connection with the transaction contemplated hereunder, each as amended, collectively referred to as "Loan Documents".

B. As a condition precedent to making the Loan, Lender requires that Grantor grant a security interest in all intellectual property owned by Grantor in favor of Lender, and receipt by Lender of this Security Agreement duly executed by Grantor.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"Collateral" has the meaning given to that term in Paragraph 2 of this Security Agreement.

"Copyright Office" means the United States Copyright Office or any successor office or agency thereto.

"Copyrights" means, collectively, all copyrights including: (i) all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations, and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including without limitation those described on Schedules E and F to Attachment I annexed to this Security Agreement, which Schedules E and F are incorporated herein by this reference; and (ii) all extensions or renewals thereof and all licenses thereof.

"Obligations" means (a) the Obligations (as defined in the Loan Agreement), (b) the obligations of the Grantor under this Security Agreement; and (c) all extensions, amendments, modifications and renewals of any of the foregoing.

"Patent and Trademark Office" means the United States Patent and Trademark Office or any successor office or agency thereto.

"Patent Applications" means and refers to all applications made by, or on behalf of, Grantor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

“Patent Registrations” means and refers to all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

“Patents” means, collectively, all patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including: (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedules B and D to Attachment I annexed to this Security Agreement, which Schedules B and D are incorporated herein by this reference; and (ii) all reissues, continuations, continuations-in-part, or extensions thereof and all licenses thereof.

“Trade Secrets” means, collectively, all information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities that can obtain economic value from their disclosure or use, all whether now owned or hereafter acquired by Grantor.

“Trademarks” means, collectively, all trademarks, trade names, trade styles, and service marks, and all prints and labels on which said trademarks, trade names, trade styles, and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including: (i) all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country, or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedules A and C to Attachment I to this Security Agreement, which Schedules A and C are incorporated herein by this reference; and (ii) all reissues, extensions, or renewals thereof and all licenses thereof.

“UCC” means the Uniform Commercial Code as in effect in the State of Washington from time to time.

Initially capitalized terms used but not defined in this Security Agreement have the respective meanings given to those terms in the Loan Agreement, if defined therein, and if not so defined, have the respective meanings given in the UCC.

2. Grant of Security Interest; Conditional Assignment.

(a) As security for the Obligations, Grantor hereby pledges and grants to Lender a security interest in all right, title, and interest of Grantor in and to all now owned or hereafter acquired Trademarks, Copyrights, Patents, Patent Applications, Trade Secrets, including without limitation the property described in Attachment I annexed to this Security Agreement and incorporated by this reference (collectively and severally, the “Collateral”).

(b) Any assignment, transfer, and conveyance of any Collateral to Lender will be deemed to have occurred with a contemporaneous assignment, transfer, and conveyance to Lender of the goodwill, business, and/or means of production, associated with the goods produced or sold or the services rendered in connection with such Collateral.

(c) Notwithstanding the foregoing, in no event shall a security interest be granted in any 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 of such intent-to-use trademark applications under applicable federal law, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark application shall cease to be excluded and shall constitute collateral.

3. Representations and Warranties. Grantor represents and warrants to Lender that:

(a) Grantor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) any right, title, claim, or interest (by way of lien, security interest, or otherwise) in, against or to the Collateral;

(b) Lender has (or in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) a first priority security interest in the Collateral that will be perfected when Lender perfects its interest under applicable law;

(c) Grantor has full power and authority to make the conditional assignment and to grant the security interest herein granted;

(d) Grantor does not own any Patents, Trademarks, or Copyrights, registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Schedules A - F to Attachment I to this Security Agreement;

(e) Grantor has:

(i) the sole, full, and unencumbered right, title, and interest in and to the Trademarks shown on Schedule A to Attachment I for the goods and services covered by the registrations thereof and such registrations are, to Grantor's knowledge, valid and enforceable and in full force and effect;

(ii) the sole, full, and unencumbered right, title, and interest in and to each of the Patents shown on Schedule B to Attachment I, and the registrations thereof are valid and enforceable and in full force and effect;

(iii) the sole, full, and unencumbered right, title, and interest in and to each of the Copyrights shown on Schedule E to Attachment I, and according to the records of the Copyright Office or the corresponding office of the applicable jurisdiction, each of said copyrights is valid and enforceable and in full force and effect;

(f) there are no pending or, to the knowledge of Grantor, threatened claims that could reasonably be expected to result in a Material Adverse Change by any third party that any Patents, Trademarks, or Copyrights are invalid or unenforceable or do or may violate the rights of any Person;

(g) all licenses of Patents, Trademarks, Copyrights, and Trade Secrets that Grantor has granted to any Person are set forth in Schedule G to Attachment I to this Security Agreement;

(h) all licenses of Patents, Trademarks, Copyrights, and Trade Secrets that any Person has granted to Grantor are set forth in Schedule H to Attachment I to this Security Agreement;

(i) to the extent that Grantor has any material Trade Secrets, Grantor has taken all steps reasonably necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets; and

(j) the Patents, Trademarks and Copyrights reflect all intellectual property of any kind or classification owned by Grantor, regardless of whether such property is confirmed with the Copyright Office and/or Patent and Trademark Office.

4. Covenants of Grantor. Grantor hereby agrees that:

(a) Grantor will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment II (appropriately revised) annexed to this Security Agreement and incorporated by this reference, that may be necessary or desirable to record, maintain, preserve, protect, or perfect Lender's interest in the Collateral, the lien granted to Lender in the Collateral, and the first priority of such lien;

(b) except to the extent that Lender gives its prior written consent,

(i) Grantor (either itself or through licensees) will continue to use the Trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists, or similar materials in order to maintain the Trademarks in full force and effect free from any claim of abandonment for nonuse, and Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(ii) Grantor will not do any act or omit to do any act whereby the Patent Registrations may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify Lender immediately if it knows of any reason or has reason to know that any Patent Registration may become abandoned or dedicated;

(iii) Grantor will not do any act or omit to do any act whereby the Copyrights may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify Lender immediately if it knows of any reason or has reason to know that any Copyright may become abandoned or dedicated; and

(iv) Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Security Agreement may be deemed a consent by Lender to any such action except as expressly permitted herein;

(c) Grantor will promptly pay Lender for any and all sums, costs, and expenses that Lender may pay or incur pursuant to the provisions of this Security Agreement or in enforcing the Obligations, the Collateral or the security interest and assignments granted hereunder, including all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees and expenses, all of which, together with interest at the highest rate then payable on the Obligations, will be part of the Obligations and payable on demand;

(d) Grantor will on January 15 of each calendar year notify Lender of the filing, either by Grantor or through any agent, employee, licensee, or designee, of any of the following during the previous twelve month period, provided that Grantor will promptly notify Lender of the filing, either by Grantor or through any agent, employee, licensee, or designee, of any of the following that is material to Grantor's business:

(i) an application for the registration of any Patent, Trademark, or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof;

(ii) any assignment of any Patent or Trademark that Grantor may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof;

(iii) any assignment of any Copyright that Grantor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(e) upon the request of Lender, Grantor will execute and deliver any and all assignments, agreements, instruments, documents, and papers as Lender may request to evidence Lender's interest in the Patents, Trademarks (and the goodwill and general intangibles of Grantor relating thereto or represented thereby), or Copyrights described in Paragraphs 4(d) above, and Grantor authorizes Lender to amend an original counterpart of the applicable notice of security interest executed pursuant to Paragraph 4(a) of this Security Agreement without first obtaining Grantor's approval of or signature to such amendment and to record such assignment with the Patent and Trademark Office or Copyright Office, as applicable;

(f) Grantor will keep the Collateral free of all liens, except in favor of Lender;

(g) Grantor will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks, and Copyrights, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under this Security Agreement or is deemed by Grantor to be in its best business interests, acting reasonably);

(h) during the term of the Loan Agreement, Grantor will:

(i) make application to the Patent and Trademark Office (and assign such application to Lender as security) to register any material unpatented but patentable inventions developed by Grantor or its employees (within the scope of their employment), unless Grantor, in the exercise of its prudent business judgment, deems any such Patent not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret;

(ii) make application to the Patent and Trademark Office to register any registerable but unregistered material Trademarks used by Grantor in connection with its products or services unless Grantor, in the exercise of its prudent business judgment, deems any such Trademark not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret; and

(iii) make application to the Copyright Office to register any material unregistered Copyright to which Grantor has rights unless Grantor, in the exercise of its prudent business judgment, deems any such Copyright not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret or an unregistered trademark;

(i) Grantor will:

(i) use proper statutory notice in connection with its use of the Patents, Trademarks, and Copyrights;

(ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks; and

(iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets;

(j) Grantor agrees that if it or any of its affiliates (hereinafter, "Affiliate"), learns of any use by any Person of any term or design likely to cause confusion with any Trademark with respect to which Grantor intends to remedy such infringement, Grantor will promptly notify Lender of such use and of all steps taken and to be taken to remedy any infringement of any Trademark;

(k) to the extent that Grantor has any material Trade Secrets, Grantor will maintain with each employee who may have access to the Trade Secrets of Grantor an agreement by which such employee

agrees not to disclose such Trade Secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to Grantor and further requiring such employee to cooperate fully with Grantor, its successors in interest, including Lender, and their counsel, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with Grantor or after the termination of such employment; and

(l) Grantor will at all times keep at least one complete set of its records concerning the unregistered Collateral at its chief executive office and at least one complete set of its records concerning the Collateral at its chief executive office or the office of its outside legal counsel and, in each case, shall make such records available for inspection by Lender.

5. Authorized Action by Lender.

(a) Lender may, in its sole discretion reasonably exercised, pay any amount or do any act required of Grantor under this Security Agreement or requested by Lender to preserve, defend, protect, maintain, record, or enforce Grantor's obligations contained herein, the Obligations, the Collateral, or the right, title, and interest granted Lender by this Security Agreement, and that Grantor fails to do or pay, and any such payment will be deemed an advance by Lender to Grantor and will be payable on demand together with interest at the highest rate then payable on the Obligations.

(b) Grantor agrees to execute and deliver to Lender three originals of a Special Power of Attorney in substantially the form of Attachment III to this Security Agreement for the implementation of the recording, giving of notice, preservation, assignment, sale, or other disposal of the Collateral pursuant to Paragraphs 2(a), 2(b), 5(a) and 7(a).

(c) Grantor hereby grants to Lender and its employees and agents the right to visit Grantor's business facilities at which Grantor designs, manufactures, sells and/or distributes products or provides services, which products or services are sold under or provided in connection with any of the Trademarks, and to inspect such products and the quality control records relating thereto or observe the provision of such services.

6. Litigation and Other Proceedings.

(a) Grantor has the right to commence and, if commercially practical and consistent with its commercial interests, will commence and diligently prosecute such suits, proceedings, or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the Patents, Trademarks, Copyrights, or Trade Secrets. No such suit, proceeding, or other actions may be settled or voluntarily dismissed, nor may any party be released or excused of any claims of or liability for infringement, without prior written notice to Lender.

(b) Upon the occurrence and during the continuation of an Event of Default, Lender will have the right, but not the obligation, to bring suit or institute proceedings in the name of Grantor or Lender to enforce any rights in the Collateral, including any license thereunder, in which event Grantor will, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. If Lender elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Grantor agrees to use all reasonable measures, whether by suit, proceeding, or other action, to prevent the infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit, or proceeding against any Person so infringing necessary to prevent such infringement.

7. Default and Remedies.

(a) Upon the occurrence of any Event of Default under the terms of the Loan Agreement, Lender may, at its option, and (except if otherwise specified below) without notice to or demand on Grantor, and in addition to all rights and remedies available to Lender under the Loan Agreement or the other Loan Documents, do any one or more of the following:

(i) upon ten (10) days' prior written notice to Grantor, direct Grantor not to make any further use of the Patents, Trademarks (or any mark similar thereto), or Copyrights (or any work deriving therefrom), for any purpose;

(ii) at any time and from time to time, upon ten (10) days' prior written notice to Grantor, license, whether general, special, or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks, or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as Lender may in its sole discretion determine;

(iii) at any time and from time to time, enforce (and upon notice to Grantor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof;

(iv) at any time and from time to time, upon ten (10) days' prior written notice to Grantor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition that Lender may deem appropriate or proper in its sole discretion; and

(v) in addition to the foregoing, in order to implement the assignment, sale, or other disposal of any of the Collateral pursuant to Paragraph 7(a)(iv) above, Lender may, at any time, pursuant to the authority granted in the Special Power of Attorney executed pursuant to Paragraph 5(b) above, execute and deliver on behalf of Grantor, one or more instruments of assignment of the Patents, Trademarks, or Copyrights (or any application or registration thereof), in form suitable for filing, recording, or registration in any country.

(b) Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Patents, Trademarks, or Copyrights, including any taxes, fees, and reasonable attorneys' fees and expenses, and all such costs will be added to the Obligations. Lender may apply the proceeds actually received from any such license, assignment, sale, or other disposition to the reasonable costs and expenses thereof, including reasonable attorneys' fees and all legal, travel, and other expenses that may be incurred by Lender, and then to the Obligations, in such order as to principal or interest as Lender may desire. Grantor will remain liable and will pay Lender on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing contained in this Paragraph 7(b) may be construed as requiring Lender to take any such action at any time. In the event of any such license, assignment, sale, or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, Grantor will supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with which the Trademarks, Patents, or Copyrights are used, and its customer lists and other records relating to the Trademarks, Patents, or Copyrights and to the distribution of products or the provisions of services, to Lender or its designee.

8. Indemnification and Release.

(a) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks, and Copyrights, and Grantor hereby indemnifies the Indemnified Persons against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret, copyright, or mask work of a third party or alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate of Grantor) in connection with any Patent, Trademark, or Copyright or out of the manufacture, promotion, labeling, sale, or advertisement of any product or service by Grantor (or any Affiliate of Grantor). Grantor agrees that Lender does not assume, nor will Lender have any responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Grantor, and Grantor hereby indemnifies each Indemnified Person against any and all claims by any Person relating thereto.

(b) Grantor hereby indemnifies each Indemnified Person against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with: (i) any claim, suit, or proceeding instituted by or against Grantor; (ii) any action taken or omitted to be taken by Lender pursuant to Paragraph 6(b); or (iii) any action taken or omitted to be taken by Lender pursuant to Paragraph 7(a)(iii) with respect to any license agreement of Grantor; *provided, however*, that Grantor will not be required to indemnify any Indemnified Person to the extent the such liability arises from the willful misconduct or gross negligence of such Indemnified Person.

(c) Grantor hereby releases each Indemnified Person from any claims, causes of action, and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Indemnified Person, or any of them, under the powers of attorney granted under the Special Power of Attorney executed pursuant to Paragraph 5(b), other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnified Person.

(d) Grantor agrees to cause Lender to be named as an additional insured with respect to any policy of insurance held by Grantor from time to time covering product liability or intellectual property infringement risk.

9. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions, or other communications to or upon Grantor or Lender under this Security Agreement must be made and will be deemed received in accordance with Section 8.6 of the Loan Agreement.

(b) Nonwaiver. The Lender shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Lender with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Lender deems expedient.

(c) Amendments and Waivers. Except with respect to action by the Lender pursuant to Paragraph 4(c), this Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Grantor and Lender. Each waiver or consent under any provision hereof will be effective only in the specific instances and for the purpose for which given.

(d) Assignments. This Security Agreement is binding upon and inures to the benefit of Lender and Grantor and their respective successors and assigns; *provided, however*, that Grantor may not sell, assign, or delegate its rights and obligations under this Security Agreement without the prior written consent of Lender. Any sale, assignment, or delegation by Grantor in contravention of the foregoing will be null and void. Lender may sell, assign, and delegate its rights and obligations under this Security Agreement without restriction.

(e) Cumulative Rights, etc. The rights, powers, and remedies of Lender under this Security Agreement are in addition to all rights, powers, and remedies given to Lender by virtue of any applicable law, rule, or regulation of any Governmental Authority, the Loan Agreement, any other Loan Documents or any other agreement, all of which rights, powers, and remedies are cumulative and may be exercised successively or concurrently without impairing Lender's rights under this Security Agreement. Grantor waives any right to require Lender to proceed against any Person or to exhaust any Collateral or to pursue any remedy in Lender's power.

(f) Payments Free of Taxes, Etc. All payments made by Grantor under this Security Agreement must be made by Grantor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions, and withholdings. In addition, Grantor must pay upon demand any stamp or other taxes, levies, or charges of any jurisdiction with respect to the execution, delivery, registration, performance, and

enforcement of this Security Agreement. Upon request by Lender, Grantor will furnish evidence satisfactory to Lender that all requisite authorizations and approvals by, notices to, and filings with governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies, and charges have been paid.

(g) Marshalling. The Lender shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Lender's rights and remedies under this Security Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Grantor hereby irrevocably waives the benefits of all such laws.

(h) Partial Invalidity. If any time any provision of this Security Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of this Security Agreement nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired thereby.

(i) Governing Law. The provisions of this Security Agreement and the respective rights and duties of Grantor and Lender hereunder shall be governed by and construed in accordance with Washington law. Grantor hereby irrevocably submits to the non-exclusive jurisdiction of any Washington state or federal court sitting in King County, Washington, over any action or proceeding arising out of or relating to this Security Agreement, or any document related to the Obligations, and Grantor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Washington state or federal court. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

(j) Jury Trial. GRANTOR AND LENDER EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

Intentionally blank

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed as of the day and year first written above.

U.S. BIOTEK LABORATORIES LLC

By: 

Name: Jack Frausing

Its: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION

By: _____

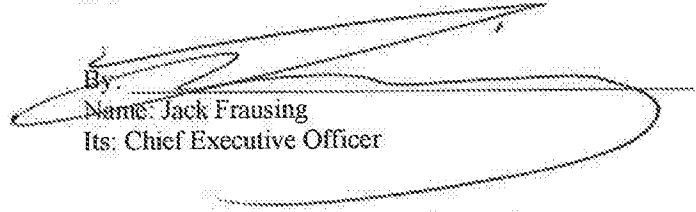
Name: Stanford Brown

Its: Senior Vice President

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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U.S. BIOTEK LABORATORIES LLC

By: 
Name: Jack Frausing
Its: Chief Executive Officer

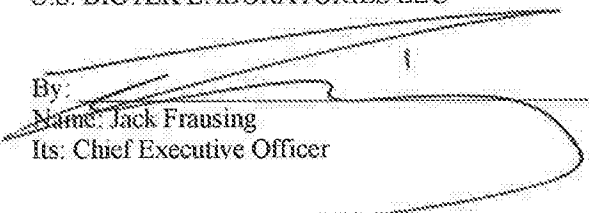
KEYBANK NATIONAL ASSOCIATION

By: _____
Name: Stanford Brown
Its: Senior Vice President

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U.S. BIOTEK LABORATORIES LLC

By: 
Name: Jack Frausing
Its: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: Stanford Brown
Its: Senior Vice President


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U.S. BIOTEK LABORATORIES LLC

By: _____
Name: Jack Frausing
Its: Chief Executive Officer

KEYBANK NATIONAL ASSOCIATION

By:  _____
Name: Stanford Brown
Its: Senior Vice President

ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

- (a) All Patents;
- (b) All Copyrights;
- (c) All Trademarks;
- (d) All goodwill of Grantor's business symbolized by the Trademarks and all customer lists and other records of Grantor relating to the distribution of products or provision of services bearing or covered by the Trademarks;
- (e) All Trade Secrets;
- (f) All claims by Grantor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights, or Trade Secrets;
- (g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

SCHEDULE A TO ATTACHMENT I
TO SECURITY AGREEMENT

TRADEMARKS

Mark	App. No./Reg. No.	Filed/Reg. Date	Status
US BIOTEK LABORATORIES	3185821	12/19/2006	Registered
U.S. BIOTEK LABORATORIES, INC.	S/N 88177780	11/01/2018	Registered

SCHEDULE B TO ATTACHMENT I
TO SECURITY AGREEMENT

PATENTS

None.

SCHEDULE C TO ATTACHMENT I
TO SECURITY AGREEMENT

APPLICATIONS FOR TRADEMARKS

None.

SCHEDULE D TO ATTACHMENT I
TO SECURITY AGREEMENT

PATENT APPLICATIONS

None.

SCHEDULE E TO ATTACHMENT I
TO SECURITY AGREEMENT

COPYRIGHTS

None.

SCHEDULE F TO ATTACHMENT I
TO SECURITY AGREEMENT

COPYRIGHT APPLICATIONS

None.

SCHEDULE G TO ATTACHMENT I
TO SECURITY AGREEMENT

LICENSES GRANTED BY GRANTOR TO THIRD PARTIES

None.

SCHEDULE H TO ATTACHMENT I
TO SECURITY AGREEMENT

LICENSES GRANTED BY THIRD PARTIES TO GRANTOR

None.

GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST, dated as of December 22, 2021, is executed by **U.S. BIOTEK LABORATORIES LLC**, a Washington limited liability company (the "Grantor"), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Lender").

A. Grantor executed those certain promissory notes, dated as of the date hereof (individually and collectively, as each may be amended, restated or otherwise modified, the "Note") in favor of Lender, pursuant to which Lender agreed to provide financing to Grantor in the aggregate stated amount of \$13,000,000 (the "Loan") in connection with that certain Loan Agreement dated as of even date herewith, between Grantor and Lender, as may be amended or restated (the "Loan Agreement").

B. As a condition precedent to making the Loan, Lender requires that Grantor grant a security interest in all intellectual property owned by Grantor, and receipt by Lender of this Security Agreement duly executed by Grantor.

C. Grantor owns the [trademarks and/or applications for trademarks / patents and/or applications for patents / copyrights and/or applications for copyrights] more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Intellectual Property");

D. Grantor has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of Lender; and

E. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title, and interest of Grantor in and to the Intellectual Property, together with any reissue, continuation, continuation-in-part, or extension thereof, and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Intellectual Property (collectively, the "Collateral"), to secure the prompt payment, performance, and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance, and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

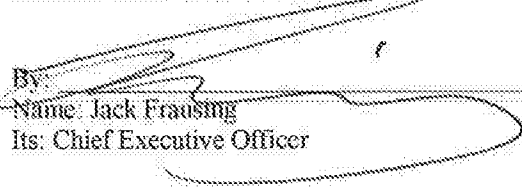
KeyBank National Association
1301 5th Avenue, 24th Floor
Seattle, WA 98101
Attn: Stanford Brown

With a copy to:

Lane Powell PC
1420 Fifth Avenue, Suite 4200
P.O. Box 91302
Seattle, WA 98111-9402
Attn: Stephanie Stephens

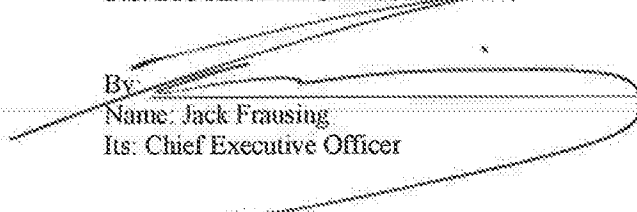
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

U.S. BIOTEK LABORATORIES LLC

By: 
Name: Jack Frausing
Its: Chief Executive Officer

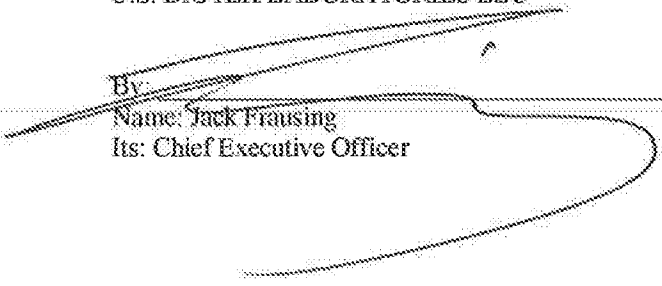
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

U.S. BIOTEK LABORATORIES, LLC

By: 
Name: Jack Frausing
Its: Chief Executive Officer

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

U.S. BIOTEK LABORATORIES LLC

By: 
Name: Jack Frausing
Its: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

[TRADEMARKS/PATENTS/COPYRIGHTS]

Mark	App. No./Reg. No.	Filed/Reg. Date	Status
US BIOTEK LABORATORIES	3185821	12/19/2006	Registered
U.S. BIOTEK LABORATORIES, INC.	S/N 88177780	11/01/2018	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
[TRADEMARK/PATENT/COPYRIGHT] APPLICATIONS

None.

SPECIAL POWER OF ATTORNEY

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

KNOW ALL PERSONS BY THESE PRESENTS, THAT **U.S. BIOTEK LABORATORIES LLC**, a Washington limited liability company (“Grantor”), pursuant to an Intellectual Property Security Agreement dated December 22, 2021 (as amended, restated, supplemented, and modified from time to time, the “Security Agreement”), by and between Grantor and **KEYBANK NATIONAL ASSOCIATION** (“Lender”) hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

1. For the purpose of assigning, selling, licensing, or otherwise disposing of all right, title, and interest of Grantor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part, and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks, trade names, trade styles, and service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing, or otherwise disposing of all right, title, and interest of Grantor in and to any copyrights, and all registrations, recordings, reissues, extensions, and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose.

4. For the purpose of evidencing and perfecting the Lender’s interest in any patent, trademark, or copyright not previously assigned to Lender as security, or in any patent, trademark, or copyright, that Grantor may acquire from a third party, and for the purpose of the recording, registering, and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment, or other papers necessary or advisable to effect such purpose.

5. To execute any and all documents, statements, certificates, or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes of Paragraphs 2(a), 2(b), 5(a) and 7(a) thereof and is subject to the conditions thereof and may not be revoked until the indefeasible payment in full of all “Obligations” as defined in the Security Agreement and the termination of the Loan Agreement described therein.

U.S. BIOTEK LABORATORIES LLC

By: _____
Name: Jack Frausing
Its: Chief Executive Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

On December ___, 2021, before me, _____
 (Name and Title of Officer)

personally appeared _____

- personally known to me
- or-**
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer _____ Title(s)	_____ Title Or Type Of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> <input type="checkbox"/> General	_____ Number Of Pages
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	_____ Date Of Document
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Signer(s) Other Than Named Above