

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LexaGene Holdings Inc.		11/01/2022	Corporation:
Bionomics Diagnostics Inc.		11/01/2022	Corporation:
LexaGene, Inc.		11/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Meridian LGH Holdings 2, LLC		
Street Address:	3811 Turtle Creek Boulevard, Suite 875		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6138901	LX6	
Registration Number:	6093374	LEXAGENE	
Serial Number:	90083315	MIQLAB	
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:	2148557591		
Email:	zduffy@munsch.com		
Correspondent Name:	William Zac Duffy		
Address Line 1:	500 N. Akard Street		
Address Line 2:	Suite 3800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	William Zac Duffy		
SIGNATURE:	/William Zac Duffy/		
DATE SIGNED:	11/02/2022		
Total Attachments: 9			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of November 1, 2022, is made by the parties listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Meridian LGH Holdings 2, LLC, a Texas limited liability company having its principal place of business at 3811 Turtle Creek Boulevard, Suite 875, Dallas, Texas 75219 (the "*Secured Party*").

WHEREAS, LexaGene Holdings Inc., a corporation formed under the laws of British Columbia and having its principal place of business at 500 Cummings Center, suite 4550, Beverly, Massachusetts, as borrower, has entered into a Secured Convertible Note Agreement dated October 24, 2022, with the Secured Party, as lender (the "*Loan Agreement*").

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, each Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of November 1, 2022, made by and among the Grantors and the Secured Party (the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Secured Party as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a continuing first priority lien and security interest in favor of the Secured Party in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter from time to time arising or acquired (the "*IP Collateral*");

(a) patent and patentable designs and inventions all design, plant and utility patents, letters patent, utility models, the patents and pending patent applications and provisional applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, renewals, extensions and re-examinations thereof and amendments thereto (the "*Patents*");

(b) all licenses, sublicenses and other agreements set forth in Schedule 2 whereby a Grantor is granted rights, interests and authority, whether on an exclusive or non-exclusive basis, with respect to any patents and patent applications and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations

thereof and amendments thereto that is used in or necessary for the current or planned business or operations of such Grantor (the "*IP Licenses*");

(c) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing set forth in Schedule 3 (the "*Trademarks*");

(d) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar set forth in Schedule 4 ("*Domain Names*");

(e) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and

(f) all "Proceeds" (as that term is defined in Section 9-102 of the Uniform Commercial Code in effect from time to time in the Commonwealth of Massachusetts or the *Personal Property Security Act* (British Columbia), as amended from time to time, as applicable) and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantors from time to time with respect to any of the foregoing.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security 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 IP Security 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 IP Security 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). The other provisions of section 12(h) of the Loan Agreement related to jurisdiction, consent to service of process and waiver of trial by jury are incorporated herein, *mutatis mutandis*, as if a part hereof.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LexaGene Holdings Inc.

DocuSigned by:
Jack Regan
By: _____
Name: Jack Regan
Title: Chief Executive Officer

Bionomics Diagnostics Inc.

DocuSigned by:
Jack Regan
By: _____
Name: Jack Regan
Title: Chief Executive Officer

LexaGene, Inc.

DocuSigned by:
Jack Regan
By: _____
Name: Jack Regan
Title: Chief Executive Officer

Address for Notices:

500 Cummings Center, Suite 4550
Beverly, Massachusetts 01915

AGREED TO AND ACCEPTED:

Meridian LGH Holdings 2, LLC

By: Meridian Veterinary Capital, LLC,
its Manager

By: _____
Name: Curtis Boisfontaine
Title: Manager

Address for Notices:

3811 Turtle Creek Boulevard,
Suite 875
Dallas, Texas 75219

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LexaGene Holdings Inc.

By: _____
Name: Jack Regan
Title: Chief Executive Officer

Bionomics Diagnostics Inc.

By: _____
Name: Jack Regan
Title: Chief Executive Officer

LexaGene, Inc.

By: _____
Name: Jack Regan
Title: Chief Executive Officer

Address for Notices:

500 Cummings Center, Suite 4550
Beverly, Massachusetts 01915

AGREED TO AND ACCEPTED:

Meridian LGH Holdings 2, LLC

By: Meridian Veterinary Capital, LLC,
its Manager

By:  _____
Name: Curtis Boisfontaine
Title: Manager

Address for Notices:

3811 Turtle Creek Boulevard,
Suite 875
Dallas, Texas 75219

SCHEDULE 1

PATENTS

Owner	Title	Application No.	Application Date	Publication No. Publication Date
Lexagene, Inc.	Nucleic Acid Extraction and Purification Cartridges	16/619,851	June 14, 2018	2021/0008552 January 14, 2021
Lexagene, Inc.	Methods for Identifying Nucleic Acids in a Sample	17/607,180	April 22, 2020	2022/0244182 August 4, 2022
Lexagene, Inc.	Low-Volume Systems for Sample Identification	17/614,045	May 22, 2020	2022/0226807 July 21, 2022
Lexagene, Inc.	Sample Preparation Cartridges and Apparatus	17/626,885	July 14, 2020	2022/0258162 August 18, 2022

SCHEDULE 2

IP LICENSES

Status	Licensor	Title	Licensee	Type of Patent	Patent No. or App. No.	Exp. Date
License	Lawrence Livermore National Security, LLC	Automated High-Throughput Flow-Through Real-Time Diagnostic System	Bionomics Diagnostics Inc.	Utility	US 8,298,763 B2	2/27/28
License	Lawrence Livermore National Security, LLC	Disposable And Removable Nucleic Acid Extraction And Purification Cartridges For Automated Flow-Through Systems	Bionomics Diagnostics Inc.	Utility	US 8,828,716 B2	2/8/28

SCHEDULE 3

TRADEMARKS AND SERVICE MARKS

Country	Trademark/Wordmark	Registration/Serial No.	Owner
Canada	MIQLAB	TMA1108817	LexaGene Holdings Inc.
Canada	LEXAGENE	TMA1024492	LexaGene Holdings Inc.
Canada	LX6	TMA1024491	LexaGene Holdings Inc.
USA	LX6	6,138,901	LexaGene Holdings Inc.
USA	LEXAGENE	6,093,374	LexaGene Holdings Inc.
USA	MIQLAB (Wordmark)	90083315	LexaGene Holdings Inc.

SCHEDULE 4
INTERNET DOMAIN NAMES

lexagene.com