

05/08/2013



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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bio/Data Corporation

- Individual(s)
- Partnership
- Corporation- State: Pennsylvania
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 3, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Sovereign Bank, N.A.

Street Address: 3 Huntington Quadrangle, Suite 101 N

City: Melville

State: New York

Country: USA

Zip: 11747

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation- Citizenship: U.S.A.
- Other NATIONAL ASSOCIATION Citizenship: WILMINGTON DELAWARE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule Attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Barry J. Bell, Vice President

Internal Address: Bio/Data Corporation

Street Address: 155 Gibraltar Road

City: Horsham

State: PA Zip: 19044

Phone Number: 215-441-4000

Docket Number:

Email Address: barry.bell@biodatacorp.com

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$360.00**

Authorized to be charged to deposit account

Enclosed FEE PD

**8. Payment Information:**

Deposit Account Number N/A

Authorized User Name N/A

9. Signature: Barry J. Bell  
Signature

Barry J. Bell, Vice President

Name of Person Signing

April 19, 2013

Date

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

5-8-13  
Re 103657493

US Department Of Commerce  
United States Patent and Trademark Office  
Recordation Form Cover Sheet  
Trademarks Only

Question 4 – Application number(s) or registration number(s) and identification or description of the Trademark

B. Trademark Registration No(s)

1. 1,077,215
2. 948,518
3. 1,801,783
4. 1,039,966
5. 3,489,881
6. 1,080,691
7. 1,398,189
8. 1,304,326
9. 3,697,590

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 3<sup>RD</sup>, 2012, is made by and between SOVEREIGN BANK, N.A., formerly known as SOVEREIGN BANK, with an office located at 3 Huntington Quadrangle, Suite 101N, Melville, NY 11747 (the "Secured Party"), BIO/DATA CORPORATION, a Pennsylvania corporation with a principal place of business located at 155 Gibraltar Road, Horsham Township, Montgomery County, Pennsylvania (the "Borrower"), and the ESTATE OF EUGENE J. MESSA, deceased, a Pennsylvania decedent's estate currently being administered in Bucks County, Pennsylvania ("Guarantor") (Borrower and Guarantor collectively referred to herein as "Obligors" or individually as "Obligor") (the Obligors and the Secured Party collectively referred to herein as the "Parties").

### Recitals

**WHEREAS**, on March 28, 2008, Borrower executed, in favor of the Secured Party, a Promissory Note, Oblig. No. 52153322-34 (as amended or modified thereafter or hereinafter, the "400K Note"), evidencing the obligation of Borrower to repay the Secured Party the sum of Four Hundred Thousand Dollars (\$400,000.00) ("400K Loan"), a Business Loan Agreement ("400K Loan Agreement"); and

**WHEREAS**, on March 28, 2008, Borrower executed, in favor of the Secured Party, a Promissory Note, Oblig. No. 52153322-26 (as amended or modified thereafter or hereinafter, the "150K Note") (400K Note and 150K Note collectively referred to herein as the "Notes"), evidencing a line of credit ("Line of Credit"), of which the maximum obligation is One Hundred Fifty Thousand Dollars (\$150,000.00) ("150K Loan," and together with the 400K Loan, collectively referred to herein as the "Loans"), as modified by a Note Modification Agreement dated October 5, 2009, *inter alia*, changing the interest rate under the 150K Note ("150K Note Modification"); a Business Loan Agreement ("150K Loan Agreement");

**WHEREAS**, the indebtedness owed under the 400K Note and 150K Note is secured in whole or in part, *inter alia*, by:

(1) A security interest, and continuing lien upon that certain personal property of the Borrower, which is more particularly described in the Commercial Security Agreements dated March 28, 2008 ("Security Agreements");

(2) Subordination Agreements dated March 28, 2008 ("Subordination Agreements") from Eugene J. Messa to Borrower whereby Mr. Messa subordinated his \$1,000,000 debt to the Secured Party's debt; and

(3) The guaranties of Eugene J. Messa, ("Messa"), as more particularly described in the Commercial Guaranties (the "Guaranties") dated March 28, 2008; and

**WHEREAS**, Borrower was notified by Secured Party via letter dated July 28, 2010 that Borrower was in default under the terms of the Loan Documents, and such defaults are defaults under the 400K Note, 150K Note, Loan Agreement, Security Agreement and Guaranty; and

**WHEREAS**, the Parties entered into a Forbearance Agreement dated April 25, 2011 ("Forbearance Agreement") with a Forbearance Termination Date consistent with the maturity date of the 400K Note of April 1, 2012 (the "Forbearance Termination Date"), and in which, *inter alia*, (i) Secured Party agreed to forbear from exercising certain rights and remedies under the Loan Documents as a result of the occurrence of certain Events of Defaults arising from Borrower's failure to maintain a certain minimum debt service coverage ratio and the death of Eugene J. Messa on May 23, 2010, (ii) the Parties agreed to term out the 150K Note Line of Credit over an assumed term of 60 months to be paid in full on the Forbearance Termination Date;

**WHEREAS**, the 400K Note, 400K Loan Agreement, 150K Note, 150K Note Modification, 150K Loan Agreement, Security Agreements, Subordination Agreements, Guaranties, Forbearance Agreement, and all related documents are referred to herein as the "Loan Documents";

**WHEREAS**, Borrower failed to pay the Notes in full on the Forbearance Termination Date, constituting an Event of Default under the Forbearance Agreement and the Notes;

**WHEREAS**, by letter dated May 11, 2012, Secured Party sent Obligors a Notice of Default notifying Obligors of the Event of Default resulting from Borrower's failure to pay the Notes in full on the Forbearance Termination Date and giving Obligors 15 days to cure such Event of Default ("Default");

**WHEREAS**, Obligors failed to cure the Default, and accordingly, Secured Party is entitled to exercise all rights and remedies available to it under the Loan Documents and under applicable law;

**WHEREAS**, Obligors have continued to make payments of interest and principal in accordance with the terms of the 150K Note and 400K Note, notwithstanding the above-referenced Default, and the Secured Party, without waiving the Default or its rights and remedies under the Loan Documents as a result of such Default, has continued to accept such payments;

**WHEREAS**, Borrower and Guarantor have requested that the Secured Party forbear from taking present action to collect payment in full of Borrower's obligations to the Secured Party under the Loan Documents, and modify the Notes and Loans in accordance with the terms set forth in the Forbearance and Modification Agreement dated of the same date herewith;

As a condition to entering into the Modification Agreement with the Borrower, the Secured Party has required the execution and delivery of this Agreement by the Borrower.

**ACCORDINGLY**, in consideration of the mutual covenants contained in the Loan Documents and herein, the Parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Borrower may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Patents" means all of the Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to:  
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,  
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) Existence; Authority. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Borrower.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall

promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Patents or Trademarks. If after the date hereof any affiliate owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Secured Party of such item(s) and cause such affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. The Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens. The Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens.

(f) No Sale. Except as permitted in the Loan Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) Defense. The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons.

(h) Maintenance. The Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least

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30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Secured Party's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. The Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from

making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Secured Party, and the Borrower waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of

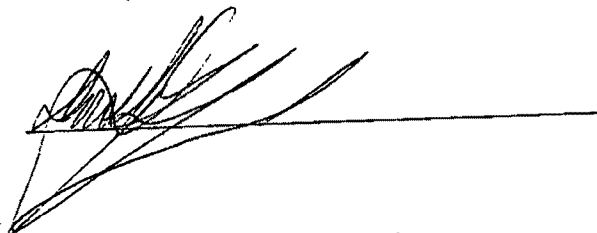


California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT. IN THE EVENT THAT SUCH JURY TRIAL WAIVER IS NOT PERMITTED UNDER APPLICABLE LAW, THE REFERENCE PROVISIONS OF SECTION 16 OF THE LOAN AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL BE APPLICABLE TO ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Patent and Trademark Security Agreement as of the date written above.

Witness/Attest:

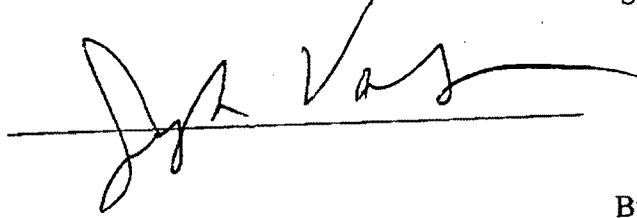


A handwritten signature in black ink, appearing to be 'J. Vas', written over a horizontal line.

BIO/DATA CORPORATION

By Barry J. Bell  
Barry J. Bell, Vice President

SOVEREIGN BANK, N.A., f/k/a SOVEREIGN



A handwritten signature in black ink, appearing to be 'J. Vas', written over a horizontal line.

By Jay Oliner VP  
Jay Oliner, Vice President

**EXHIBIT A**

<b><u>US Patents</u></b>	<b><u>Title</u></b>
1 6,398,956 United States	Method And Apparatus For Directly Sampling A Fluid For Microfiltration, (Cell)
2 6,740,240 United States	Method And Apparatus For Directly Sampling A Fluid For Microfiltration, (Cell)
3 6,926,834 United States	Method And Apparatus For Directly Sampling A Fluid For Microfiltration, (Cell)
4 7,288,195 United States	Method And Apparatus For Directly Sampling A Fluid For Microfiltration, (Cell)
5 7,453,555 United States	Aggregometer with near Ultraviolet Light Source

**EXHIBIT B**

**Active Trademarks**

**REGISTERED MARKS:**

	Trademark	Country	Registration No.	Registration Date
1	AggRecetin & Design	CA	229736	08/18/1978
2	AggRecetin & Design	US	1,077,215	11/15/1977
3	Bio-Data	US	948,518	12/12/1972
4	Bio-Data Corporation & Design	EU	000310144	12/12/1972
5	Bio-Data Corporation & Design	GB	1452565	1/7/1994
6	Bio/Data Corporation & Design	US	1,801,783	11/2/1993
7	PAR/Pak	GB	1070998	3/14/1979
8	PAR/Pak	US	1,039,966	05/25/1976
9	PDQ	US	3,489,881	8/19/2008
10	Teardrop Design	CA	245232	5/23/1980
11	Teardrop Design	US	1,080,691	1/3/1978
12	Thrombinex	US	1,398,189	6/24/1986
13	vW Factor Assay & Design	CA	TMA286782	1/13/1984
14	vW Factor Assay & Design	GB	1191327	7/17/1985
15	vW Factor Assay & Design	US	1,304,326	11/6/1984
16	vW Select	US	3,697,590	10/20/2009

**UNREGISTERED MARKS:**

Tele-Check			
Lupus Anticoagulant Confirmation Reagent (LA-CR)			

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