

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alan Heeger		05/20/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cynvenio Biosystems, Inc.		
Street Address:	2260 Townsgate Road, Ste. 2		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85728842	BIOMOLDED PRODUCTS	
Serial Number:	77673201	CYNVENIO BIOSYSTEMS	
Serial Number:	85108589	LIQUIDBIOPSY	
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:	805-966-2440		
Email:	smartin@rppmh.com		
Correspondent Name:	Michael E. Pfau		
Address Line 1:	1421 State Street Ste. B		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	Michael E. Pfau		
SIGNATURE:	/s/ Michael E. Pfau		
DATE SIGNED:	05/26/2015		
Total Attachments: 8			
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CYNVENIO BIOSYSTEMS, INC.

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (the "Agreement") is made and entered into, effective as of May 20, 2015 (the "Effective Date") by and among CYNVENIO BIOSYSTEMS, INC., a Delaware corporation (the "Company"), ALAN J. HEEGER, as "Collateral Agent" under the Intercreditor Agreement (defined below), and the Creditors listed in SCHEDULE A hereto. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in that certain Note Conversion and Series B Preferred Stock Purchase Agreement by and among the Company and the "Investors" set forth therein, dated as of May 20, 2015 (the "May 2015 Purchase Agreement").

RECITALS:

A. Pursuant to those certain Convertible Secured Promissory Note and Warrant Purchase Agreements dated July 10, 2014, and August 28, 2014 (the "Purchase Agreements"), the Company previously issued to the Note Holders (a) certain Convertible Secured Promissory Notes (each, a "Convertible Secured Note," and collectively, the "Convertible Secured Notes"), and (b) certain Stock Purchase Warrants (the "Secured Note Warrants"), which Convertible Secured Notes were to be convertible into, and which Secured Note Warrants were to be exercisable for, the next round of equity securities issued by the Company.

B. Effective October 31, 2014, the Company issued to Simon Raab, Trustee of the Raab Family Trust ("Raab Trust"), (a) a Convertible Unsecured Promissory Note in the original principal amount of \$150,000 (the "Raab Note") and, together with the Convertible Secured Notes, the "Notes"), and (b) a Stock Purchase Warrant (the "Raab Warrant" and, together with the Secured Note Warrants, the "Series B Preferred Stock Warrants"), which Raab Note was to be convertible into, and which Raab Warrant was to be exercisable for, the next round of equity securities issued by the Company.

C. Each of the Purchase Agreements were subject to the condition that the Company and the Collateral Agent execute a "Security Agreement" (defined below), a "Patent Security Agreement" (defined below), and a "Trademark Security Agreement" (defined below).

D. The Intercreditor Agreement dated effective July 10, 2014, as thereafter amended by that certain First Amendment dated effective as of July 18, 2014 and that certain Second Amendment dated effective as of August 28, 2014 (as amended, the "Intercreditor Agreement") describes certain procedures for enforcement of the Convertible Secured Notes and the rights of the "Creditors" (as defined and described therein) under (a) the Convertible Notes, (b) that certain Security Agreement dated effective as of July 10, 2014, as thereafter amended by that certain First Amendment dated effective as of July 18, 2014 (as amended, the "Security Agreement"), (c) that certain Patent Security Agreement dated effective as of July 10, 2014 (the "Patent Security Agreement"), and (d) that certain Trademark Security Agreement dated effective as of July 18, 2014 (the "Trademark Security Agreement").

E. The Company and the Note Holders have agreed that, *inter alia*, effective as of the Effective Date hereof, the unpaid principal of and all accrued and unpaid interest on the Notes shall be converted into shares of the Company's new Series B Preferred Stock at the Conversion Price per share at the Closing (the "Note Conversion") on the terms and conditions set forth in the May 2015 Purchase Agreement.

F. Pursuant to Section 6.9 of the Intercreditor Agreement, the Intercreditor Agreement shall only terminate when all of the "Borrower Obligations" (as defined therein) have been paid in full.

G. Pursuant to Section 7.1 of the May 2015 Purchase Agreement, the Note Holders, who collectively constitute all of the Creditors, authorize the Company to (a) file with the Secretary of State of the State of Delaware a Form UCC-3, terminating the lien created under the Security Agreement; (b) file with the United States Patent and Trademark Office a Termination Agreement, terminating the liens created by the Patent Security Agreement; and (c) file with the United States Patent and Trademark Office a Termination Agreement, terminating the liens created by the Trademark Security Agreement.

H. Pursuant to Section 6.9 of the Intercreditor Agreement, the Intercreditor Agreement may be supplemented, modified, or amended by a writing executed by the Collateral Agent and a "Majority of Creditors" (as defined in the Intercreditor Agreement).

I. As a result of the Note Conversion occurring as of the Effective Date hereof, the Collateral Agent and the Creditors acknowledge that the Company has satisfied all outstanding obligations to the Creditors and the Collateral Agent under the Purchase Agreements, the Convertible Secured Notes, the Security Agreement, the Patent Security Agreement, and the Trademark Security Agreement.

J. The Company, the Collateral Agent, and the Creditors desire to enter into this Agreement to memorialize that (a) the Collateral Agent no longer owns or holds any "Collateral" (as defined in the Intercreditor Agreement and the Security Agreement), "Patent Collateral" (as defined in the Patent Security Agreement), or "Trademarks" (as defined in the Trademark Security Agreement) and (b) the first-priority security interests in and to the Company's Collateral, Patent Collateral, and Trademarks under the Intercreditor Agreement, Security Agreement, the Patent Security Agreement, and the Trademark Security Agreement, respectively, are hereby terminated.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RELEASE OF SECURITY INTEREST.** The Collateral Agent, on behalf of the Creditors, hereby irrevocably and unconditionally releases its security interest in the "Collateral" (as defined in the Intercreditor Agreement and the Security Agreement), "Patent Collateral" (as defined in the Patent Security Agreement), and "Trademarks" (as defined in the Trademark Security Agreement) granted to it by the Company. The Collateral Agent hereby authorizes Reicker, Pfau, Pyle & McRoy LLP to file a release of the financing statement set forth on **SCHEDULE B** attached hereto previously filed, to reflect such release of its lien and security interest in the Collateral, Patent Collateral, and Trademarks.

2. **RELEASE OF GRANTOR.** The Collateral Agent, on behalf of the Creditors, hereby irrevocably and unconditionally releases and forever discharges, from and as of the date hereof, the Company, and its respective Representatives from any and all Liabilities arising in connection with the Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, and the transactions contemplated thereby. For purposes of this Section 2, "Representatives" shall mean, with respect to the Company, any officers, directors, agents, employees, representatives and attorneys of the Company and "Liabilities" shall mean any past, present and future actions, causes of action, suits, debts, liens, contracts, rights, agreements, obligations, promises, liabilities, claims, counterclaims, demands, damages, controversies, losses, costs and expenses of any kind, in law or in equity, whether now existing or hereafter arising, known or unknown, arising under or with respect to the Borrower Obligations.

3. **BINDING EFFECT; INUREMENT.** The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

4. **GOVERNING LAW.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California (without regard to application of its conflict-of-law principles), and each party hereby consents to the jurisdiction of the courts of the State of California for purposes of all actions commenced to construe or enforce this Agreement. This Agreement has been negotiated, executed, and delivered in Santa Barbara County, California, and shall be performed in such County, and the parties (a) agree that the exclusive venue for all actions arising under with this Agreement shall be the Superior Court in and for Santa Barbara County, California, and (b) further agree not to object to such venue or to assert that such venue is inconvenient or in any way inappropriate.

5. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A copy of this Agreement that is executed by a party and transmitted by that party to the other party by facsimile or as an attachment (e.g., in ".tif" or ".pdf" format) to an email shall be binding upon the signatory to the same extent as a copy hereof containing that party's original signature.

6. **SECTION HEADINGS, ETC.** The headings of sections contained in this Agreement are provided for convenience only. Such headings of sections form no part of this Agreement and shall not affect its construction or interpretation.

7. **SEVERABILITY.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

8. **ENTIRE AGREEMENT.** This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

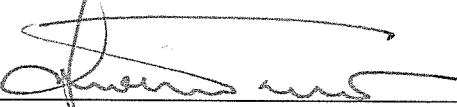
[Signatures appear on the following page.]

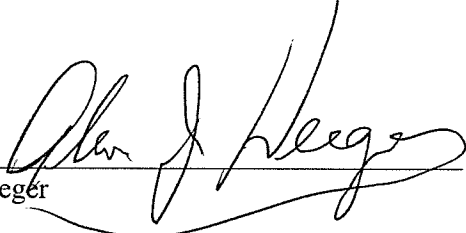
IN WITNESS WHEREOF, the parties hereto have executed this Termination and Release Agreement as of the Effective Date written above.

"COMPANY:"

"COLLATERAL AGENT:"

CYVENIO BIOSYSTEMS, INC., a Delaware corporation

By 
Andre de Fusco, Chief Executive Officer


Alan Heeger

[Signature of Attorney-in-Fact for Creditors Appears on Next Page]

"CREDITORS:"

Alan J. Heeger and/or Ruthann Heeger utd dtd March 27, 1997, FBO The Heeger Family Trust	Henry Wilson, Trustee of the Henry Wilson Revocable Trust of 1996
Anthem/MIC Strategic Partners	John Petote
Arthur J. Rice III, Trustee of the Arthur J. Rice III Living Trust	John R. Mackall SEP-IRA
Belita Ong, Trustee of the Auchincloss & Ong Family Trust	Linda J. Gluck
Aviator, L.P.	Max P. Rosen, Trustee of the Max P. Rosen 2007 Trust
Leon P. Bartholomew, Trustee of the Bartholomew 2002 Trust	Michael Towbes, Trustee of the Towbes 2002 Trust
Bradley Resources Co., LLC	Olive Ong, Trustee of the Nicholas C.Y. Auchincloss Trust
Brian Kopeikin and Robin Kopeikin	Norman N. Habermann, Trustee of the Norman N. Habermann Trust
David S. Bradford, Trustee of the David S. Bradford Revocable Trust	Michael E. Pfau, Trustee of the Pfau Revocable Trust of 2003
Eric R. Kanowsky, Trustee of the Eric R. Kanowsky Living Trust	Simon Raab, Trustee of the Raab Family Trust
Family Futures, LP	Richlin Partners, LLC
Frank Perna, Jr., Trustee of the Frank & Monika Perna Trust	Roberta K. Wingfield
Frederick W. Gluck	Robin Tracy Kanowsky, Trustee of the Robin Tracy Kanowsky Living Trust
Frederick W. Gluck, Trustee of the Frederick W. Gluck 1997 Family Trust	Harris W. Seed, Trustee of the Seed Family Living Trust
Gary Wilcox, Trustee of the Gary and Susan Wilcox Living Trust	Stephen P. Sander
Greg Cazel and Deborah L. Cazel	Steven R. Loranger, Trustee of the Steven R. Loranger Revocable Trust
Joseph S. Hardin, Jr. and Beverly A. Hardin, Trustees of the J&B Hardin Trust	W. Wright Watling, Trustee
Harold O. Shattuck	"CREDITORS"

By _____
Alan J. Heeger, Attorney-in-Fact pursuant to Section 5
of the Intercreditor Agreement

SCHEDULE A

CREDITORS

SCHEDULE OF CREDITORS

<u>Creditors</u>	<u>Principal Amount of Note Purchased</u>
<u>First Closing July 10, 2014</u>	
Nicholas C.Y. Auchincloss Trust	\$11,108.48
Max P. Rosen 2007 Revocable Trust	\$2,021.68
Seed Family Trust	\$5,089.02
Eric R. Kanowsky Living Trust	\$50,000.00
Robin Tracy Kanowsky Living Trust	\$3,432.56
Henry Wilson Revocable Trust	\$50,000.00
Arthur J. Rice III Living Trust	\$37,862.68
Pfau Revocable Trust	\$49,796.06
Alan J. Heeger and/or Ruthann Heeger utd dtd March 27, 1997, FBO The Heeger Family Trust	\$60,060.38
Bartholomew 2002 Trust	\$100,000.00
Norman N. Habermann Trust	\$21,685.15
Family Futures, L.P.	\$11,241.45
J&B Hardin Trust	\$100,000.00
David S. Bradford Revocable Trust	\$16,028.00
John R. Mackall SEP-IRA	\$14,692.26
Auchincloss & Ong Family Trust	\$11,108.48
Brian Kopeikin and Robin Kopeikin	\$6,712.99
W. Wright Watling, Trustee	\$100,000.00
John Petote	\$24,481.94
Gary and Susan Wilcox Living Trust	\$7,822.08
Stephen P. Sander	\$5,713.77
Michael Towbes, Trustee	\$91,819.46
Frederick W. Gluck 1997 Family Trust	\$165,462.95
Frederick W. Gluck	\$114,959.46
Richlin Partners, LLC	\$12,991.72
Linda J. Gluck	\$2,728.00
Gregory and Deborah Cazel	\$6,837.68
Aviator, L.P.	\$201,411.09
Raab Family Trust	\$497,778.40
<u>Second Closing July 18, 2014</u>	
Bradley Resources Co., LLC	\$90,000.00
Anthem/MIC Strategic Partners	\$127,153.32

Creditors	Principal Amount of Note Purchased
<u>Third Closing August 28, 2014</u>	
Raab Family Trust	\$33,884.10
Frederick W. Gluck 1997 Family Trust	\$23,077.17
Pfau Revocable Trust	\$22,066.80
Auchincloss & Ong Family Trust	\$6,451.71
Bartholomew 2002 Trust	\$20,264.88
David S. Bradford Revocable Trust	\$1,004.68
Norman N. Habermann Trust	\$6,529.00
Family Futures, L.P.	\$12,594.54
John R. Mackall SEP-IRA	\$8,533.13
John Petote	\$13,974.79
Arthur J. Rice III Living Trust	\$941.01
Gary and Susan Wilcox Living Trust	\$4,542.99
Roberta (Crickett) Wingfield	\$50,000.00
Michael Towbes, Trustee	\$48,385.46
Harold O. Shattuck	\$25,000.00
J&B Hardin Trust	\$41,000.00
W. Wright Watling, Trustee	\$50,000.00
Anthem/MIC Strategic Partners, LP	\$6,848.58
Aviator, L.P.	\$19,210.93
Max P. Rosen 2002 Revocable Trust	\$5,321.95
Gregory and Deborah Cazel	\$368.28
Steven R. Loranger Revocable Trust	\$500,000.00
Frank & Monika Perna Trust	<u>\$100,000.00</u>
<u>October 31, 2014 Issuance</u>	<u>\$150,000.00</u>
Raab Family Trust	
Total:	<u>\$3,150,000.00</u>

SCHEDULE B

FORM OF RELEASE

SCHEDULE B

RECORDED: 05/26/2015

**TRADEMARK
REEL: 005523 FRAME: 0514**