

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced BioCatalytics Corporation		10/04/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87090550	PROTEIN SURFACTANT COMPLEX	
Serial Number:	87090549	PSC	
Serial Number:	86861133	YUP	
Serial Number:	86160578	ACCELLGREEN	
Serial Number:	86045162	PRODIP	
Serial Number:	86231962	SWIFT WET	
Serial Number:	78149029	ACCELL	
Serial Number:	77930482	ACCELL CLEAN	
CORRESPONDENCE DATA			
Fax Number:	7033826486		
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		

OP \$215.00 87090550

DATE SIGNED:	10/05/2017
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Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 4, 2017 by and between SILICON VALLEY BANK (“Bank”) and ADVANCED BIOCATALYTICS CORPORATION (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated October 4, 2017 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

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

5. Successors and Assigns. This 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 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ADVANCED BIOCATALYTICS
CORPORATION

DocuSigned by:
Chris Harano
3036983F200943F...
By: Chris Harano
Title: CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
Derek Hofmeister
169ACB6038F2435...
By: Derek Hofmeister
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENHANCED PERFORMANCE HYDROGEN PEROXIDE FORMULATIONS COMPRISING PROTEINS AND SURFACTANTS	20140248373 14279352	09/04/2014 05/16/2014
PROETIN-ENHANCED SURFACTANTS FOR ENZYME ACTIVATION	9051535 20130252287 13851033	06/09/2015 09/26/2013 03/26/2013
SKIN WETTING COMPOSITIONS AND METHODS	20130251660 13850931	09/26/2013 03/26/2013
SURFACTANT COMPOSITION WITH A REDUCTION OF SURFACE TENSION, INTERFACIAL TENSIONS, AND CRITICAL MICELLE CONCENTRATION USING A PROTEIN-BASED SURFACTANT SYNERGIST	8735338 20120238485 13482954	05/27/2014 09/20/2012 05/29/2012
METHODS FOR ENHANCED ROOT NODULATION IN LEGUMES	20120172219 13177555	07/05/2012 07/07/2011
PROTEIN COMPOSITIONS FOR PLANT TREATMENT	8871682 20120142530 13140830	10/28/2014 07/07/2012 12/11/2009
CLEANING COMPOSITIONS AND METHODS FOR BURNT-ON FOOD AND OIL RESIDUES	8871698 20120135909 13148304	10/28/2014 05/31/2012 02/09/2010
METHOD OF HERDING AND COLLECTION OF OIL SPILLED AT THE AQUATIC SURFACE	8894861 20120074067 13245719	11/25/2014 03/29/2012 09/26/2011
SEPTIC SYSTEM CLEANING COMPOSITIONS	8389459 20110152149 13038424	03/05/2013 06/23/2011 03/02/2011
INCREASING SURFACE ACTIVE PROPERTIES OF SURFACTANTS	7759301 20100144583 12702308	07/20/2010 06/10/2010 02/09/2010

SEPTIC SYSTEM CLEANING	7922906	04/12/2011
	20100133178	06/03/2010
	12702297	02/09/2010
SURFACTANT COMPOSITION WITH A REDUCTION OF SURFACE TENSION, INTERFACIAL TENSION, AND CRITICAL MICELLE CONCENTRATION USING A PROTEIN- BASED SURFACTANT SYNERGIST	8188028	05/29/2012
	20100113324	05/06/2010
	12685640	01/11/2010
ENHANCED PERFORMANCE HYDROGEN PEROXIDE FORMULATIONS COMPRISING PROTEINS AND SURFACTANTS	20100099599	04/22/2010
	12581007	10/16/2009
SURFACE-ACTIVE PROPERTIES OF SURFACTANTS	7659237	02/09/2010
	20050245414	11/03/2005
	10837312	04/29/2004
ALTERING METABOLISM IN BIOLOGICAL PROCESSES	7476529	01/13/2009
	20040180411	09/16/2004
	10799529	03/11/2004
PROTEIN COMPOSITIONS FOR PLANT TREATMENT	20170156343	06/08/2017
	15381006	12/15/2016
REDUCTION OF SURFACE TENSION, INTERFACIAL TENSION, AND CRITICAL MICELLE CONCENTRATION USING A PROTEIN- BASED SURFACTANT SYNERGIST	20160298056	10/13/2016
	15190099	06/22/2016
PROTEIN-ENHANCED SURFACTANTS FOR ENZYME ACTIVATION	20150267151	09/24/2015
	14733763	06/08/2015
DAIRY FARM TEAT DIP COMPOSITIONS AND METHODS	20150182586	07/02/2015
	14587541	12/31/2014
CLEANING COMPOSITIONS AND METHODS FOR BURNT-ON FOOD AND OIL RESIDUES	20150141311	05/21/2015
	14524120	10/27/2014
SURFACTANT COMPOSITION WITH A REDUCTION OF SURFACE TENSION, INTERFACIAL TENSION, AND CRITICAL MICELLE CONCENTRATION USING A PROTEIN- BASED SURFACTANT SYNERGIST	20150072917	03/12/2015
	14288251	05/27/2014
PROTEIN COMPOSITIONS FOR PLANT TREATMENT	20150045220	02/12/2015
	14524119	10/27/2014
ALTERING METABOLISM IN BIOLOGICAL PROCESSES	8835152	09/16/2014
	20130341266	12/26/2013
	13705121	12/04/2012

FIRE FIGHTING AND FIRE RETARDANT COMPOSITIONS	20130313465 13900449	11/28/2013 05/22/2013
ENHANCED OIL RECOVERY COMPOSITIONS COMPRISING PROTEINS AND SURFACTANTS AND METHODS OF USING THE SAME	20130281328 13924424	10/24/2013 06/21/2013
ALTERING METABOLISM IN BIOLOGICAL PROCESSES	8323949 12335495	12/04/2012 12/15/2008
SEPTIC SYSTEM CLEANING	7658848 11964702	02/09/2010 12/26/2007
SURFACTANT COMPOSITION WITH A REDUCTION OF SURFACE TENSION, INTERFACIAL TENSION, AND CRITICAL MICELLE CONCENTRATION USING A PROTEIN-BASED SURFACTANT SYNERGIST	7645730 11322104	01/12/2010 12/28/2005
BIOFILM REDUCTION IN CROSSFLOW FILTRATION SYSTEMS	7165561 10757268	01/23/2007 01/13/2004
BIOFILM REDUCTION IN CROSSFLOW FILTRATION SYSTEMS	6699391 09948457	03/02/2004 09/07/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PROTEIN SURFACTANT COMPLEX	87090550	07/01/2016
PSC	87090549	07/01/2016
YUP	5017501	08/09/2016
	86861133	12/29/2015
ACCELLGREEN	4608796	09/23/2014
	86160578	01/08/2014
PRODIP	4585947	08/12/2014
	86045162	08/22/2013
SWIFT WET	4576073	07/29/2014
	86231962	03/25/2014
TYPED DRAWING	2879113	08/31/2004
	78149029	07/30/2002
ACCELL CLEAN	4255672	12/11/2012
	77930482	02/08/2010

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		