

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated IP Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OptiScan Biomedical Corporation		02/27/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank		
<b>Street Address:</b>	2350 Mission College Blvd., Suite 988		
<b>Internal Address:</b>	Attn: James Tai, Managing Director		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77738076	OPTISCANNER	
<b>Serial Number:</b>	77464409	DETECTING CHANGES FASTER IN THE CRITICAL	
<b>Serial Number:</b>	77124988	OPTISCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>			
<b>Phone:</b>	619-699-2700		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	02/28/2018		
<b>Total Attachments: 8</b>			
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of February 27, 2018, by and between EAST WEST BANK ("Bank") and OPTISCAN BIOMEDICAL CORPORATION, a Delaware corporation ("Grantor") and amends and restates in its entirety that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of December 12, 2013 (the "Original Agreement").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights for which Grantor has a registration or a current pending application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement and the other Loan Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

***[Balance of Page Intentionally Left Blank]***

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

GRANTOR:

Address of Grantor:

24590 Clawiter Road  
Hayward, CA 94545  
Attn: Chief Financial Officer

OPTISCAN BIOMEDICAL CORPORATION

By:

Name: Patrick Nugent

Title: Chief Financial Officer

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Attn: James Tai, Managing Director  
Email: James.Tai@eastwestbank.com

EAST WEST BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

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

GRANTOR:

Address of Grantor:

24590 Clawiter Road  
Hayward, CA 94545  
Attn: Chief Financial Officer

OPTISCAN BIOMEDICAL CORPORATION

By: \_\_\_\_\_

Name: Patrick Nugent

Title: Chief Financial Officer

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Attn: James Tai, Managing Director  
Email: James.Tai@eastwestbank.com

EAST WEST BANK

By: \_\_\_\_\_

Name: James Tai

Title: Managing Director / Head of Life Science

**[Signature Page to Amended and Restated Intellectual Property Security Agreement]**

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381874-000006

**TRADEMARK**  
**REEL: 006281 FRAME: 0298**

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None Registered

## EXHIBIT B

### Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File/Issue Date</u>
Method of determining an analyte concentration in a sample from an absorption spectrum	6862534	3/1/05
Analyte detection system with software download capabilities	6931328	8/16/05
Reagent-less whole-blood glucose meter	6958809	10/25/05
Device and method for in vitro determination of analyte concentrations within body fluids	6989891	1/24/06
Pathlength-independent methods for optically determining material composition	7009180	3/7/06
Reagent-less whole-blood glucose meter	7050157	5/23/06
Method of determining analyte concentration in a sample using infrared transmission data	7271912	9/18/07
Anti-clotting apparatus and methods for fluid handling system	7364562	4/29/08
Method and apparatus for determining analyte concentration in a sample having interferents	7388202	6/17/08
Device and method for in vitro determination of analyte concentrations within body fluids	7480032	1/20/09
Fluid handling cassette having a spectroscopic sample cell	7481787	1/27/09
Method of determining analyte concentration in a sample using infrared transmission data	7593108	9/22/09
System and method for determining a treatment dose for a patient	7785258	8/31/10
Analyte detection system with reduced sample volume	7860542	12/28/10
Analyte detection system with reduced sample volume	7860543	12/28/10
Fluid handling cassette with a fluid control interface and sample separator	7907985	3/15/11
Anti-clotting apparatus and methods for fluid handling system	8034015	10/11/11
Analyte detection system for multiple analytes	8140140	3/20/12
Anti-clotting apparatus and methods for fluid handling system	8425444	4/23/13
Method and apparatus for detection of multiple analytes	7722537	5/25/10
Fluid component analysis system and method for glucose monitoring and control	7972296	7/5/11
Systems and methods for determining physiological parameters using measured analyte values	8412293	4/2/13
Fluid component analysis system and method for glucose monitoring and control	8417311	4/9/13
Fluid injection and safety system	8470241	6/25/13
Fluid handling cassette	8491501	7/23/13
Adjustable connector and dead space reduction	8731638	5/20/14
Systems and methods for measuring multiple analytes in a sample	9091676	7/28/15
Systems and methods to reduce fluid contamination	9848821	12/26/17
Sample cell fluid analysis system	8928877	1/6/15
Fluid component analysis systems and methods for glucose	8449524	5/28/13

<u>Description</u>	<u>Patent/App. No.</u>	<u>File/Issue Date</u>
monitoring and control		
System and method for determining a treatment dose for a patient	8251907	8/28/12
Fluid handling cassette having a spectroscopic sample cell	8197770	6/12/12
In vitro determination of analyte levels within body fluids	8139207	3/20/12
In vitro determination of analyte levels within body fluids	7999927	8/16/11
In vitro determination of analyte levels within body fluids	7872734	1/18/11
Device and method for in vitro determination of analyte concentration within body fluids	7738085	6/15/10
Method and apparatus for analyte measurement using calibration sets	20130297222	11/7/13
Fluid component analysis systems and method for glucose monitoring and control	13619825	9/14/12
Fluid injection and safety system	9632013	4/25/17
Fluid handling cassette system for body fluid analyzer	9561001	2/7/17
Method and apparatus for determining an analyte concentration in a sample having interferents	8620397	12/31/13
Analyte monitoring systems and methods	8786838	7/22/14
Bodily fluid composition analyzer with disposable cassette	13423077	3/16/12
Fluid component analysis system and method for glucose monitoring and control	9302045	4/5/16
Fluid handling cassette	8992443	3/31/15
Fluid component analysis system and method for glucose monitoring and control	20160317744	11/3/16
Fluid handling cassette system for body fluid analyzer	20170303839	10/26/17
Adjustable connector, improved fluid flow and reduced clotting risk	8731639	5/20/14
Adjustable connector, improved fluid flow and reduced clotting risk	20140236047	8/21/14
Fluid analysis system	9554742	1/31/17
Systems and methods for detecting leaks	20150198501	7/16/15

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
OPTISCANNER	77738076	5/15/09
DETECTING CHANGES FASTER IN THE CRITICALLY ILL PATIENT	77464409	5/2/08
OPTISCAN	77124988	3/7/07