

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APDN (B.V.I.) Inc.		02/26/2019	Corporation: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	DELAWARE TRUST COMPANY		
Street Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87078346	GEOTYPING	
Serial Number:	86593696	BEACON	
Serial Number:	86593862	BEACON	
Serial Number:	86677227	SIGNIFY	
Serial Number:	76978843	APPLIED DNA	
Serial Number:	85207192	CASHIELD DEGRADATION INK C 5 354	
Serial Number:	85524990	DIGITALDNA	
Serial Number:	85207229	DNANET	
Serial Number:	77728511	FIBERTYPING	
Serial Number:	77728499	PIMATYPING	
Serial Number:	78871967	SIGNATURE	
Serial Number:	85105993	SMARTDNA	
Serial Number:	87343172	BEACON	
CORRESPONDENCE DATA			
Fax Number:	4124545060		
<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:	(412) 454-5000		
Email:	docketingpgh@pepperlaw.com		
TRADEMARK			

OP \$340.00 87078346

Correspondent Name: PEPPER HAMILTON LLP
Address Line 1: 501 GRANT STREET
Address Line 2: SUITE 300, UNION TRUST BUILDING
Address Line 4: PITTSBURGH, PENNSYLVANIA 15219-4429

NAME OF SUBMITTER: RHODA MBATO

SIGNATURE: /RHODA MBATO/

DATE SIGNED: 02/27/2019

Total Attachments: 16

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(APDN B.V.I. INC.)

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of February 26, 2019, is between APDN (B.V.I.) INC., a corporation organized under the laws of the British Virgin Islands (the "Grantor") and DELAWARE TRUST COMPANY, a Delaware corporation, as collateral agent (together with its successors and assigns, in such capacity, the "Collateral Agent") for the benefit of the undersigned investors (each, a "Buyer" and collectively, the "Buyers"; the Buyers and the Collateral Agent are collectively, together with their successors and assigns, referred to herein as the "Secured Parties") and the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantor and the Collateral Agent are parties to that certain Guaranty and Security Agreement, dated as of October 19, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor granted a security interest in substantially all of its tangible and intangible assets, whether real or personal property, now or hereafter acquired (the "Collateral"), to the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, in connection with the Security Agreement, the Issuer executed and delivered that certain Intellectual Property Security Agreement, dated as of October 19, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") in favor of the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Grantor has requested and the Secured Parties, by their execution and acknowledgement hereof, have each agreed, subject to the terms of this Amendment, to amend the Security Agreement as provided herein; and

NOW, THEREFORE, the parties hereto hereby agree as follows, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Definitions. Capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings given to such terms in the IP Security Agreement.

2. Amendment to the IP Security Agreement. The parties hereto agree, intending to be legally bound, the second "WHEREAS" clause of the IP Security Agreement is hereby amended and restated, in its entirety, as follows:

"WHEREAS, Grantor is a wholly owned subsidiary of APPLIED DNA SCIENCES, INC., a Delaware corporation (the "Company") and the Company is party to (i) the Securities Purchase Agreement, dated as of August 31, 2018 (the "August Securities Purchase Agreement") and (ii) the Securities Purchase Agreement, dated as of November 29, 2018 (the "November Securities Purchase Agreement" and together with the August Securities Purchase Agreement, collectively, the "Securities Purchase Agreement"), in each case with the Buyers party thereto."

3. Ratification. Except as specifically modified herein, the terms of the IP Security Agreement shall remain in full force and effect. This Amendment shall be construed in connection with and as a part of the IP Security Agreement and, except as expressly amended by this Amendment, all

terms, conditions, covenants, representations and warranties contained in the IP Security Agreement is hereby ratified and shall be and remain in full force and effect. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Amendment may refer to the IP Security Agreement without making specific reference to this Amendment, but nevertheless all such references shall include this Amendment.

4. **Parties Bound.** This Amendment shall be binding on and inure to the benefit of (i) the Grantor and (ii) the Secured Parties, as well as each of their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

5. **Counterparts and Signatures.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument. The transmission or receipt of a facsimile or similar communication being a reproduction of a party's signature or initial shall produce the same legal result as the transmission or receipt of an original signature or initial.

6. **Severability of Provisions.** Any provision of this Amendment which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibitive or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

7. **Section Headings.** The Section headings used in this Amendment are for convenience only and shall not affect the construction of this Amendment.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

9. **Instruction to Collateral Agent.** Each of the Buyers, by its acknowledgement hereof, hereby directs the Collateral Agent to execute and deliver this Amendment, and authorizes the Collateral Agent to take action as agent on its behalf and to exercise such powers and discretion under the IP Security Agreement as are delegated to the Collateral Agent by the terms thereof, together with such powers and discretion as are reasonably incidental. This Section 9 is solely for the benefit of the Collateral Agent and the Buyers and neither the Grantor nor any other Person shall have rights as a third party beneficiary of the provisions in this Section 9.

10. **Costs and Expenses.** Without limiting any expense or indemnity provisions set forth in the IP Security Agreement, the Grantor agrees to pay on demand all reasonable and documented out-of-pocket expenses, fees, and disbursements (including reasonable and documented attorneys' fees and expenses) of the Collateral Agent and the Buyers in connection with the negotiation, preparation, execution, delivery and administration of this Amendment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

GRANTOR:

APDN (B.V.I.) INC., a corporation formed under the laws of the British Virgin Islands

By: _____

Print Name: James A. Hayward

Its: Authorized Signatory.


[Signatures Continue on Following Page]

Signature Page to First Amendment to IP Security Agreement (Grantor)

TRADEMARK
REEL: 006576 FRAME: 0033

COLLATERAL AGENT

DELAWARE TRUST COMPANY,
as Collateral Agent

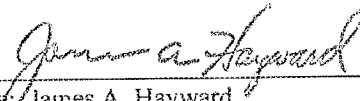
By: 
Name: Alan R. Halpern
Title: Vice President

[Signatures Continue on Following Page]

Signature Page to First Amendment to IP Security Agreement (Guarantor)

TRADEMARK
REEL: 006576 FRAME: 0034

ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: 
Print Name: James A. Hayward

By: _____
Print Name: Judith Murrah

By: _____
Print Name: Yavoc Shamash

By: _____
Print Name: Robert Catell

By: _____
Print Name: Elizabeth Schmalz Ferguson

By: _____
Print Name: Gregg Baldwin

By: _____
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden

By: _____
Print Name: John Cartier

Signature Page to First Amendment to IP Security Agreement (Guarantor)

ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: _____
Print Name: James A. Hayward

By: Judith Murrah
Print Name: Judith Murrah

By: _____
Print Name: Yavoc Shamash

By: _____
Print Name: Robert Catell

By: _____
Print Name: Elizabeth Schmalz Ferguson

By: _____
Print Name: Gregg Baldwin

By: _____
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden


By: _____
Print Name: John Cartier

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By: _____
Print Name: James A. Hayward

By: _____
Print Name: Judith Murrah

By:  _____
Print Name: Yavoc Shamash

By: _____
Print Name: Robert Catell

By: _____
Print Name: Elizabeth Schmalz Ferguson

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By: _____
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By: _____
Print Name: Gregg Baldwin

By: _____
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden

By: _____
Print Name: John Cartier

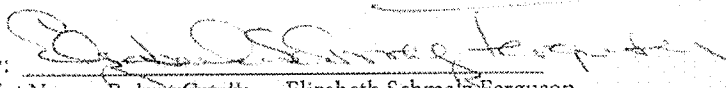
Signature Page to First Amendment to IP Security Agreement (Guarantor)

ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: _____
Print Name: James A. Hayward

By: _____
Print Name: Judith Murrah

By: _____
Print Name: Yavoc Shamash

By:  _____
Print Name: ~~Robert Cook~~ Elizabeth Schmalz Ferguson

By: _____
Print Name: Elizabeth Schmalz Ferguson

By: _____
Print Name: Gregg Baldwin

By: _____
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden

By: _____
Print Name: John Cartier

Signature Page to First Amendment to IP Security Agreement (Guarantor)

TRADEMARK

REEL: 006576 FRAME: 0039

ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: _____
Print Name: James A. Hayward

By: _____
Print Name: Judith Murrah

By: _____
Print Name: Yavoc Shamash

By: _____
Print Name: Robert Catell

By: _____
Print Name: Elizabeth Schmalz Ferguson

By: Gregg Baldwin
Print Name: Gregg Baldwin

By: _____
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden

By: _____
Print Name: John Cartier

Signature Page to First Amendment to IP Security Agreement (Guarantor)

ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: _____
Print Name: James A. Hayward

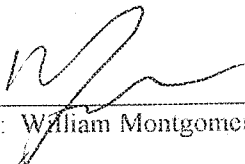
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By: _____
Print Name: Yavoc Shamash

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Print Name: Robert Catell

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By: _____
Print Name: Gregg Baldwin

By:  _____ 2/11/19
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden

By: _____
Print Name: John Cartier

ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: _____
Print Name: James A. Hayward

By: _____
Print Name: Judith Murrah

By: _____
Print Name: Yavoc Shamash

By: _____
Print Name: Robert Catell

By: _____
Print Name: Elizabeth Schmalz Ferguson

By: _____
Print Name: Gregg Baldwin

By: _____
Print Name: William Montgomery

By: *Jvan Eeden*
Print Name: Johnette van Eeden

By: _____
Print Name: John Cartier

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ACKNOWLEDGED AND CONSENTED TO BY BUYERS:

By: _____
Print Name: James A. Hayward

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By: _____
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By: _____
Print Name: Robert Catell

By: _____
Print Name: Elizabeth Schmalz Ferguson

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Print Name: Gregg Baldwin

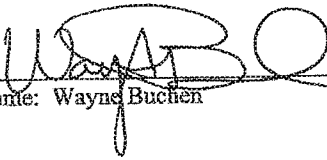
By: _____
Print Name: William Montgomery

By: _____
Print Name: Johnette van Eeden

By:  _____
Print Name: John Cartier

Signature Page to First Amendment to IP Security Agreement (Guarantor)

ACKNOWLEDGED AND CONSENTED TO BY BUYERS (continued):

By: 
Print Name: Wayne Buchen

Delabarta II

By: _____
Print Name: John F. Bitzer III
Title: President

The Rodgers Living Trust Dated April 7, 1995

By: _____
Print Name: Jay D. Rodgers
Title: Trustee

Signature Page to First Amendment to IP Security Agreement (Guarantor)

ACKNOWLEDGED AND CONSENTED TO BY BUYERS (continued):

By: _____
Print Name: Wayne Buchen

Delabarta II

By:  _____
Print Name: John E. Bitzer III
Title: President

The Rodgers Living Trust Dated April 7, 1995

By: _____
Print Name: Jay D. Rodgers
Title: Trustee

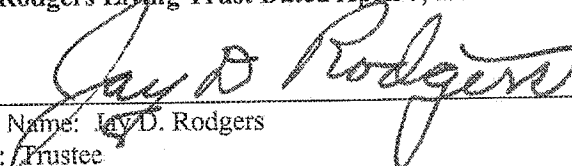
ACKNOWLEDGED AND CONSENTED TO BY BUYERS (continued):

By: _____
Print Name: Wayne Buchen

Delabarta II

By: _____
Print Name: John F. Bitzer III
Title: President

The Rodgers Living Trust Dated April 7, 1995

By: 
Print Name: Jay D. Rodgers
Title: Trustee

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