

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUGEN TECHNOLOGIES, INC.		06/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC, as collateral agent		
Street Address:	133 NORTH FAIRFAX ST.		
City:	ALEXANDRIA		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3719851	APPLAUSE	
Registration Number:	3901322	ENCORE	
Registration Number:	3407410	FL-OVATION	
Registration Number:	3231102	IMAGINE MORE FROM LESS	
Registration Number:	4466916	MONDRIAN	
Registration Number:	3073884	NUGEN	
Registration Number:	2882764	NUGEN	
Registration Number:	3941663	NUGEN	
Registration Number:	3099464	OVATION	
Registration Number:	3941139	OVATION	
Registration Number:	3098788	RIBO-SPIA	
Registration Number:	3077855	RIBO-SPIA	
Registration Number:	3941744	RIBO-SPIA	
Registration Number:	3121078	SPIA	
Registration Number:	2830699	SPIA	
Registration Number:	3888136	SPIA	
Registration Number:	4006664	WT-OVATION	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 3719851

Fax Number: 4088524475

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.

Phone: 4088417195

Email: dsanchezbentz@vlplawgroup.com

Correspondent Name: Diana Sanchez Bentz

Address Line 1: VLP Law Group LLP

Address Line 4: Gilroy, CALIFORNIA 95020

NAME OF SUBMITTER:	Diana Sanchez Bentz
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SIGNATURE:	/dsb1068/
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DATE SIGNED:	11/23/2016
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2016 by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and NUGEN TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Lenders have 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 Collateral Agent, the Lenders and Grantor dated the Effective Date (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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:

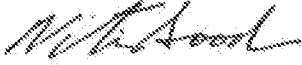
AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, 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 Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

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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.

<p>GRANTOR:</p> <p>NUGEN TECHNOLOGIES, INC.</p> <p>By: </p> <p>Title: <u>Nitin Sood, President & CEO</u></p>	<p>COLLATERAL AGENT:</p> <p>OXFORD FINANCE LLC</p> <p>By:</p> <p>Title:</p>
<p>Address of Grantor: 201 Industrial Road San Carlos, California 94070 Attn: Chief Financial Officer</p>	<p>Address of Lender: 133 North Fairfax Street Alexandria, Virginia 22314 Attn: Legal Department</p>

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.

<p>GRANTOR:</p> <p>NUGEN TECHNOLOGIES, INC.</p> <p>By: Title:</p>	<p>COLLATERAL AGENT:</p> <p>OXFORD FINANCE LLC</p> <p></p> <p>By: Title: Mark Davis <i>Vice President - Finance, Secretary & Treasurer</i></p>
<p>Address of Grantor: 201 Industrial Road San Carlos, California 94070 Attn:</p>	<p>Address of Lender: 133 North Fairfax Street Alexandria, Virginia 22314 Attn: Legal Department</p>

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE

EXHIBIT B

Patents

<u>Title</u>	<u>Application No.</u>	<u>File Date</u>	<u>Country</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
METHODS AND COMPOSITIONS FOR LINEAR ISOTHERMAL AMPLIFICATION OF POLYNUCLEOTIDE SEQUENCES	09/660,877	09/13/00	United States of America	ISSUED	6,251,639	06/26/01
METHODS AND COMPOSITIONS FOR LINEAR ISOTHERMAL AMPLIFICATION OF POLYNUCLEOTIDE SEQUENCES	09/990,531	11/21/01	United States of America	ISSUED	6,692,918	02/17/04
METHODS AND PROBES FOR DETECTION AND/OR QUANTIFICATION OF NUCLEIC ACID SEQUENCES	09/974,756	10/09/01	United States of America	ISSUED	6,815,164	11/09/04
METHODS AND COMPOSITIONS FOR AMPLIFICATION OF RNA SEQUENCES	10/100,321	03/11/02	United States of America	ISSUED	6,946,251	09/20/05
METHODS AND KITS FOR AMPLIFICATION OF RNA SEQUENCES USING COMPOSITE PRIMERS	10/934,890	09/03/04	United States of America	ISSUED	7,354,717	04/08/08
KITS FOR AMPLIFICATION OF RNA SEQUENCE USING COMPOSITE PRIMERS	12/020,434	01/25/08	United States of America	ISSUED	7,771,946	08/10/10
METHODS AND COMPOSITIONS FOR AMPLIFICATION OF RNA SEQUENCES	12/615,958	11/10/09	United States of America	ISSUED	8,071,311	12/06/11
METHODS AND COMPOSITIONS FOR AMPLIFICATION OF RNA SEQUENCES	13/282,732	10/27/11	United States of America	ISSUED	8,492,095	07/23/13
COMPOSITIONS FOR AMPLIFICATION OF RNA SEQUENCES USING COMPOSITE PRIMERS	13/922,146	06/19/13	United States of America	ISSUED	9,181,582	11/10/15
METHODS AND COMPOSITIONS FOR GENERATION OF MULTIPLE COPIES OF NUCLEIC ACID SEQUENCES AND METHODS OF DETECTION THEREOF	10/017,880	12/13/01	United States of America	ISSUED	6,858,413	02/22/05
METHODS AND COMPOSITIONS FOR GENERATION OF MULTIPLE COPIES OF NUCLEIC ACID SEQUENCES AND METHODS OF DETECTION THEREOF	12/792,702	06/02/10	United States of America	ISSUED	8,334,116	12/18/12
METHODS AND COMPOSITIONS FOR GENERATION OF MULTIPLE COPIES OF NUCLEIC ACID SEQUENCES AND METHODS OF DETECTION THEREOF	10/857,160	05/28/04	United States of America	ISSUED	7,771,934	08/10/10
GLOBAL AMPLIFICATION USING RANDOM PRIMING BY A COMPOSITE PRIMER	10/824,829	04/14/04	United States of America	ISSUED	7,402,386	07/22/08
GLOBAL AMPLIFICATION USING A RANDOMLY PRIMED COMPOSITE PRIMER	13/349,927	01/13/12	United States of America	ISSUED	8,465,950	06/18/13
GLOBAL AMPLIFICATION USING A RANDOMLY PRIMED COMPOSITE PRIMER	13/918,636	06/14/13	United States of America	ISSUED	9,175,325	11/03/15

METHODS FOR ANALYSIS OF NUCLEIC ACID METHYLATION STATUS AND METHODS FOR FRAGMENTATION, LABELING AND IMMOBILIZATION OF NUCLEIC ACIDS	11/948,784	11/30/07	United States of America	ISSUED	8,143,001	03/27/12
NUCLEIC ACID AMPLIFICATION PROCEDURE USING RNA AND DNA COMPOSITE PRIMERS	13/103,865	05/09/11	United States of America	ISSUED	8,852,867	10/07/14
IMPROVED NUCLEIC ACID AMPLIFICATION PROCEDURE	12/091,843	10/03/08	United States of America	ISSUED	7,939,258	05/10/11
METHODS FOR FRAGMENTATION AND LABELING OF NUCLEIC ACIDS	13/411,170	03/02/12	United States of America	ISSUED	8,551,709	10/08/13
METHOD FOR CLONAL EXPANSION	13/206,309	08/09/11	United States of America	ISSUED	8,512,956	08/20/13
ISOTHERMAL NUCLEIC ACID AMPLIFICATION METHODS AND COMPOSITIONS	12/370,534	02/12/09	United States of America	ISSUED	8,034,568	10/11/11
COMPOSITIONS AND METHODS FOR DIRECTIONAL NUCLEIC ACID AMPLIFICATION AND SEQUENCING	14/920,254	10/22/15	United States of America	Published		
(TRACK ONE) - COMPOSITIONS AND METHODS FOR DIRECTIONAL NUCLEIC ACID AMPLIFICATION AND SEQUENCING	14/995,882	01/14/16	United States of America	Published		
COMPOSITIONS AND METHODS FOR DIRECTIONAL NUCLEIC ACID AMPLIFICATION AND SEQUENCING	13/643,056	10/23/12	United States of America	ISSUED	9,206,418	12/08/15
COMPOSITIONS AND METHODS FOR TARGETED NUCLEIC ACID SEQUENCE ENRICHMENT AND HIGH EFFICIENCY LIBRARY REGENERATION	13/750,768	01/25/13	United States of America	Published		
COMPOSITIONS AND METHODS FOR TARGETED NUCLEIC ACID SEQUENCE ENRICHMENT AND HIGH EFFICIENCY LIBRARY GENERATION	14/836,936	08/26/15	United States of America	Published		
COMPOSITIONS AND METHODS FOR NEGATIVE SELECTION OF NON-DESIRED NUCLEIC ACID SEQUENCES	14/390,012	10/01/14	United States of America	Published		
REDUCED REPRESENTATION BISULFITE SEQUENCING WITH DIVERSITY ADAPTORS	14/634,326	02/27/15	United States of America	Published		

Pending US provisional & non-provisional applications (unpublished)

COMPOSITIONS AND METHODS FOR TARGETED NUCLEIC ACID SEQUENCE ENRICHMENT AND HIGH EFFICIENCY LIBRARY GENERATION	62/188,337	07/02/15	United States of America	Pending		
COMPOSITIONS AND METHODS FOR NEGATIVE SELECTION OF NON-DESIRED NUCLEIC ACID SEQUENCES	15/154,414	05/13/16	United States of America	Pending		
METHODS FOR CREATING DIRECTIONAL BISULFITE-CONVERTED NUCLEIC ACID LIBRARIES FOR NEXT GENERATION SEQUENCING	14/991,340	01/08/16	United States of America	Pending		
SEQUENTIAL SEQUENCING	14/990,339	01/07/16	United States of America	Pending		
SEQUENTIAL SEQUENCING	14/778,564	09/18/15	United States of America	Pending		
METHODS AND COMPOSITIONS FOR POOLING AMPLIFICATION PRIMERS	15/047,448	02/18/16	United States of America	Pending		

Patent Description	Patent/App. No.	File Date	Country	Status
Compositions and methods for identification of true duplicate reads in sequencing	14/540,917	11/13/2014	US	Pending
Compositions and methods for identification of true duplicate reads in sequencing	14862125.3	11/13/2014	EP	Pending
Compositions and methods for identification of true duplicate reads in sequencing	2016-529963	11/13/2014	JP	Pending
Compositions and methods for identification of true duplicate reads in sequencing	2929596	11/13/2014	CA	Pending
Compositions and methods for identification of true duplicate reads in sequencing	TBA	11/13/2014	CN	Pending
Compositions and methods for identification of true duplicate reads in sequencing	11201603799R	11/13/2014	SG	Pending
Digital measurements from targeted sequencing	14/820,250	08/06/2015	US	Pending
Digital measurements from targeted sequencing	PCT/US2015/04 4065	08/06/2015	WO	Pending

EXHIBIT C

Trademarks

<u>TRADEMARK</u>	<u>APP NO</u>	<u>APP DATE</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG NO</u>	<u>REG DATE</u>
APPLAUSE	77633337	12/15/08	United States of America	Registered	3719851	12/01/09
ENCORE	77725858	04/30/09	United States of America	Registered	3901322	01/04/11
FL-OVATION	78979761	06/08/06	United States of America	Registered	3407410	04/01/08
IMAGINE MORE FROM LESS	78627172	05/10/05	United States of America	Registered	3231102	04/17/07
MONDRIAN	85451175	10/19/11	United States of America	Registered	4466916	01/14/14
NUGEN	76254430	05/08/01	United States of America	Registered	3073884	03/28/06
NUGEN	76976766	05/08/01	United States of America	Registered	2882764	09/07/04
NUGEN	77896940	12/18/09	United States of America	Registered	3941663	04/05/11
OVATION	78976935	12/18/02	United States of America	Registered	3099464	05/30/06
OVATION	77580362	09/26/08	United States of America	Registered	3941139	04/05/11
PRELUDE (A)			United States of America	Registered	3822907	07/20/10
RIBO-SPIA	78236156	04/10/03	United States of America	Registered	3098788	05/30/06
RIBO-SPIA	78976606	04/10/03	United States of America	Registered	3077855	04/04/06
RIBO-SPIA	77910064	01/12/10	United States of America	Registered	3941744	04/05/11
SPIA	76254422	05/08/01	United States of America	Registered	3121078	07/07/06
SPIA	76976224	05/08/01	United States of America	Registered	2830699	04/06/04
SPIA	78866622	04/21/05	United States of America	Registered	3888136	12/07/10
WT-OVATION	77751899	06/04/09	United States of America	Registered	4006664	08/02/11

(A) NuGEN has instructed counsel not to maintain this trademark, therefore it will expire July 20, 2016.