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#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510252

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Intellectual Property Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Best ABT, Inc.		02/13/2019	Corporation: VIRGINIA

#### **RECEIVING PARTY DATA**

Name:	SWK Funding LLC	
Street Address:	15770 North Dallas Parkway, Suite 1290	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75248	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4763174	ABT MOLECULAR IMAGING, INC. DOSE ON DEMA
Registration Number:	4630067	DOSE ON DEMAND
Registration Number:	4667877	ABT MOLECULAR IMAGING
Registration Number:	3759474	ADVANCED BIOMARKER TECHNOLOGIES

#### **CORRESPONDENCE DATA**

**Fax Number:** 6175236850

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:** 617-523-2700

Email: susan.dinicola@hklaw.com,brian.smith@hklaw.com

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola	
SIGNATURE:	/Susan C. DiNicola/	
DATE SIGNED:	02/14/2019	

#### **Total Attachments: 5**

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of February 13, 2019, by BEST ABT INC., a Virginia corporation ("Grantor").

#### RECITALS

A. Grantor entered into a ROYALTY AND SECURITY AGREEMENT (the "Security Agreement") in favor of SWK FUNDING LLC ("SWK"), on November 12, 2018.

B. Through the Security Agreement, Grantor granted a security interest in certain assets purchased by Grantor from ABT Molecular Imaging, Inc. ("ABT"), which assets collateralized ABT's obligations to SWK, and shall continue to collateralize Grantor's obligations to SWK. 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 Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Security Agreement to SWK, Grantor grants and pledges to SWK a continuing first lien security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property, as defined in the Security Agreement, acquired from ABT (including, without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and the net proceeds received by Grantor that are derived from the Intellectual Property.

This first lien security interest is granted in conjunction with the security interest granted to SWK under the Security Agreement. The rights and remedies of SWK with respect to the security interest granted hereby are set forth in the Security Agreement and those which are now or hereafter available to SWK as a matter of law or equity. Each right, power and remedy of SWK provided for in the Security Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall not preclude the simultaneous or later exercise by any person, including SWK, of any or all other rights, powers or remedies. This Agreement shall remain in effect until such time Grantor's obligations to SWK pursuant to the Security Agreement executed between the parties is fully satisfied. Upon satisfaction of all of Grantor's obligations to SWK pursuant to the Security Agreement, SWK shall file all necessary paperwork with relevant entities reflecting a complete and full release of all security interests in each and every relevant intellectual property set forth in Exhibits A, B and C of this Agreement.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights that it acquired from ABT and represents and warrants that such rights secure the obligations to SWK under the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the date written above.

**GRANTOR** 

Address of Grantor: 7643 Fullerton Road Springfield, VA 22153

BEST ABT INC.

Name: Krishnan Suthanthiran

Title: President

# EXHIBIT A COPYRIGHTS

None

# EXHIBIT B

## PATENTS/PATENT APPLICATIONS

File#	Title	Filing Date	Serial#	Issue Date	Patent #
31435.00	Biomarker Generator	5/26/2006	11/441,999	1/13/2009	7,476,883
	Low Power Biomarker				
31435.01	Generator	12/11/2008	12/333,300	2/8/2011	7,884,340
	Improved Biomarker				
31435.02	Generator	1/20/2010	12/690,900	12/20/2011	8,080,815
	Cyclotron Having				
32189.00	Permanent Magnets	4/17/2007	11/736,032	12/16/2008	7,466,085
	Chemical Production				
	Module and Dose				
	Synthesis Card for				
25212.00	PET Biomarker	0/00/0000	10/565544	10/18/0010	0.222.052
35213.00	Production System	9/23/2009	12/565,544	12/18/2012	8,333,952
	Radiopharmaceutical				
	Production System and Quality Control			-	
	System Utilizing High			And the second s	
	Performance Liquid				
35213.01	Chromatography	4/13/2012	13/446,334	Pending	Pending
33213.01	Cyclotron Target	7/13/2012	13/770,337	1 Chang	1 chang
35225.02	Assembly	1/23/2015	14/604,192	6/20/2017	9,686,851
7222.02	Self-Referencing	1123724415	1 17 00 1,172	0,20,201,	>,000,001
	Radiation Detector for				
	Use with a				
	Radiopharmaceutical				
	Quality Control				
37103.00	Testing System	4/19/2012	13/451,295	1/20/2015	8,937,287
78243.00	Dose Synthesis Card	2/10/2015	14/618,732	Pending	Pending
	Automated Quality				
78244.00	Control System	2/10/2015	14/618,772	Pending	Pending
	Automated				
	Radiopharmaceutical				
	Production and				
	Quality Control			and the second s	
78245.00	System	2/10/2015	14/618,795	Pending	Pending

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# **EXHIBIT C**

## **TRADEMARKS**

Registration Number	Owner	Mark	Issue Date
4763174	Best ABT Inc.	Dose on Demand & Design	April 14, 2015
4630067	Best ABT Inc.	Dose on Demand	October 28, 2014
4667877	Best ABT Inc.	ABT Molecular Imaging	January 6, 2015
3759474	Best ABT Inc.	Advanced Biomarker Technologies	March 9, 2015

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**RECORDED: 02/14/2019**