TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Genova Diagnostics, Inc.		07/28/2010	CORPORATION: DELAWARE
Diagnostics Security Holders, LLC		07/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	424 Church Street
Internal Address:	Suite 500
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85001111	
Serial Number:	76378979	CARDIOGENOMIC
Serial Number:	85086701	CV HEALTH PROFILE
Registration Number:	2760042	DETOXIGENOMIC
Registration Number:	2914523	G DX
Registration Number:	2881646	GENOVA DIAGNOSTICS
Registration Number:	3607522	GENOVATIONS
Serial Number:	77892818	IMMUNOGENOMIC
Registration Number:	2868065	IMMUNOGENOMIC
Registration Number:	3498570	NUTREVAL
Serial Number:	77875229	ONE FMV OPTIMAL NUTRITION EVALUATION
Registration Number:	2760043	OSTEOGENOMIC

CH $315.00 85001111

CORRESPONDENCE DATA

Fax Number: (615)742-0410

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 615-742-7760

Email: trademarks@bassberry.com

Correspondent Name: Robert L. Brewer

Address Line 1: 150 3rd Avenue South

Address Line 2: Suite 2800

Address Line 4: Nashvillle, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	102106-156
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	07/29/2010

Total Attachments: 8

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into this 28th day of July 2010, by and among GENOVA DIAGNOSTICS, INC., a Delaware corporation (the "Borrower"), DIAGNOSTICS SECURITY HOLDERS, LLC, a Delaware limited liability company (the "Guarantor") certain of the Borrower's Subsidiaries now or hereafter party hereto (such Subsidiaries are sometimes hereinafter referred to individually as a "Subsidiary Guarantor" and individually and collectively as the "Subsidiary Guarantors"; the Subsidiary Guarantors, the Guarantor and the Borrower are sometimes hereinafter referred to individually as a "Debtor" and individually and collectively as the "Debtors") and FIFTH THIRD BANK, an Ohio banking corporation ("Secured Party").

RECITALS:

WHEREAS, the Debtors and the Secured Party are parties to that certain Security and Pledge Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtors are required to execute and deliver, for the benefit of Secured Party, this Trademark Security Agreement.

AGREEMENT

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtors hereby grant to Secured Party a continuing first priority security interest in all of Debtors' rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing appear or have appeared and designs owned by the Debtors (each of the foregoing items in this clause a "Trademark," and collectively, the "Trademarks"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, together with all registrations and recordings thereof and all applications filed in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agent of the United States of America (including the United States Patent and Trademark Office) or any foreign country, and including, without limitation, those referred to in Schedule A annexed hereto and all reissues, extensions, continuations or renewals thereof;

(b) all trademark licenses and other agreements providing the Debtors with the right to use, or pursuant to which the Debtors provide the right to use, any of the Trademarks (together, the "Trademark Licenses"), including, without limitation, each Trademark License referred to in Schedule B annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Sections 2(a) or 1(b);

(d) the right following an Event of Default to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 2(a) and, to the extent applicable, Section 2(b); and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Debtors against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any material license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any material license.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Borrowers or the Subsidiary Guarantors, or any of them, to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrowers or any Subsidiary Guarantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Debtors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. The Debtors represent and warrant to the Secured Party that the Trademarks listed on Schedule A annexed hereto constitute all of the Trademarks now owned by the Debtors. The Debtors represent and warrant to the Secured Party that the Trademark Licenses listed on Schedule B annexed hereto constitute all of the Trademarks licensed to the Debtors as of the date hereof. If any Debtor obtains rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto and the Debtors shall give to the Secured Party prompt written notice of any new registered Trademarks. The Debtors hereby authorizes the Secured Party to modify this Agreement upon such written notice by amending Schedule A and Schedule B annexed hereto to include any future Trademarks or Trademark Licenses, as applicable, under Section 1 above or under this Section 5. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A or Schedule B shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or Schedule B.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

7. GOVERNING LAW. Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof, except to the extent that the laws of

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a particular jurisdiction govern the creation, perfection and enforcement of liens on and security interests in the Trademark Collateral; provided, however, that the provisions of this Agreement regarding the granting and perfection of the security interest herein shall be governed by and construed and enforced in accordance with the Uniform Commercial Code as in effect in the State of Delaware.

[*Signature Page(s) and Schedule(s) to Follow This Page.*]

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IN WITNESS WHEREOF, Debtors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

GENOVA DIAGNOSTICS, INC.,
a Delaware corporation

By: Sarah S. Martin
Name: SARAH S. MARTIN
Title: Vice President, CFO

GUARANTOR:

DIAGNOSTICS SECURITY HOLDERS, LLC,
a Delaware limited liability company

By: C. Edward Hull
Name: C. Edward Hull
Title: Director

Signature Page to Fifth Third Bank Trademark Security Agreement.

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, an Ohio banking corporation

By: Karen Ahern
Name: Karen Ahern
Title: SVP

Signature Page to Fifth Third Bank Trademark Security Agreement.

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

U.S. Federal Trademarks

Mark	Serial No. Reg. No.	Filing Date Reg. Date	Owner	Status
	85001111	3/29/2010	Genova Diagnostics, Inc.	Pending
CARDIOGENOMIC	76378979 2776571	3/5/2002 10/21/2003	Genova Diagnostics, Inc.	Incontestable
CV Health profile	85086701	7/16/2010	Genova Diagnostics, Inc.	Pending
DETOXIGENOMIC	76379075 2760042	3/5/2002 9/2/2003	Genova Diagnostics, Inc.	Incontestable
G DX	78278651 2914523	7/24/2003 12/28/2004	Genova Diagnostics, Inc.	Incontestable
GENOVA DIAGNOSTICS	78278630 2881646	7/24/2003 9/7/2004	Genova Diagnostics, Inc.	Incontestable
GENOVATIONS	78092366 3607522	11/8/2001 4/14/2009	Genova Diagnostics, Inc.	Registered
IMMUNOGENOMIC	77892818	12/14/2009	Genova Diagnostics, Inc.	Pending
IMMUNOGENOMIC	76379076 2868065	3/5/2002 7/27/2004	Genova Diagnostics, Inc.	Registered
NUTREVAL	77386432 3498570	2/1/2008 9/9/2008	Genova Diagnostics, Inc.	Registered
ONE FMV OPTIMAL NUTRITION EVALUATION	77875229	11/18/2009	Genova Diagnostics, Inc.	Pending

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Mark	Serial No. Reg. No.	Filing Date Reg. Date	Owner	Status
OSTEOGENOMIC	76379077 2760043	3/5/2002 9/2/2003	Genova Diagnostics, Inc.	Incontestable

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Trademark Licenses

None.

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