

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.		07/03/2012	CORPORATION: DELAWARE
Diagnostics Security Holders, LLC		07/03/2012	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: 22

Property Type	Number	Word Mark
Serial Number:	78278630	GENOVA DIAGNOSTICS
Serial Number:	78278651	G DX
Serial Number:	76379077	OSTEOGENOMIC
Serial Number:	76379075	DETOXIGENOMIC
Serial Number:	76378979	CARDIOGENOMIC
Serial Number:	76379076	IMMUNOGENOMIC
Serial Number:	78092366	GENOVATIONS
Serial Number:	77386432	NUTREVAL
Serial Number:	77875229	ONE FMV OPTIMAL NUTRITION EVALUATION
Serial Number:	85001111	
Serial Number:	77892818	IMMUNOGENOMIC
Serial Number:	85086701	CV HEALTH PROFILE

CH \$565.00 78278630

Serial Number:	85089719	IBSTATUS
Serial Number:	85444881	PREDGUIDE
Serial Number:	85444885	METSYNGUIDE
Serial Number:	77179810	ALLERGIX
Serial Number:	78489945	ESTRONEX
Serial Number:	77179911	GI EFFECTS
Serial Number:	78489932	ION
Serial Number:	77789578	METAMETRIX
Serial Number:	78489952	ORGANIX
Serial Number:	77789577	M

CORRESPONDENCE DATA

Fax Number: 6157420410
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	102106-156
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	07/16/2012

Total Attachments: 10
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into this 3rd day of July, 2012, 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, as administrative agent and collateral agent for itself, the Lenders and the Issuing Lender in such capacities, the "Administrative Agent") under the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

RECITALS:

WHEREAS, the Debtors and the Administrative Agent 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, to Administrative Agent for the benefit of the Lenders and the Issuing Lender, this 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 COLLATERAL. Debtors hereby grant to Administrative Agent, for the benefit of the Lenders and the Issuing Lender, a continuing first priority security interest in all of Debtors' rights, title and interests in, to and under the following, collectively, with respect to each Debtor whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, slogans, domains, other source of business identifiers, prints and labels on which any of the foregoing appear or have appeared and designs, whether registered or unregistered, owned by such Debtor (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 Debtor with the right to use, or pursuant to which the Debtor provides the right to use, any of the Trademarks (together, the "Trademark Licenses"), including, without limitation, each Trademark License referred to in Schedule A annexed hereto;

(c) all letters patent owned by such Debtor (collectively, the "Patents") now existing anywhere in the world or hereafter adopted or acquired, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agent of the United States of America or any foreign country, and including without limitation those referred to in Schedule B annexed hereto and all reissues, renewals, reexaminations, divisions, continuations, continuations-in-part and extensions thereof and amendments thereto;

(d) all patent licenses and other agreements providing the Debtor with the right to use, or pursuant to which the Debtor provides the right to use, any of the Patents (together, the "Patent Licenses"), including, without limitation, each Patent License referred to in Schedule B annexed hereto;

(e) all of the goodwill of the business connected with the use of, and symbolized by, the Collateral;

(f) the right following an Event of Default to enforce the Collateral and sue third parties for past, present or future infringements, misappropriation, dilution, violation or other impairment of any Collateral described herein; and

(g) all income, royalties, products and proceeds of the foregoing, including, without limitation, any claim by Debtors against third parties for past, present or future (i) infringement, dilution, misappropriation, violation or other impairment of any Collateral or any Collateral licensed under any material license or (ii) injury to the goodwill associated with any Collateral or any Collateral 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 Borrower or the Subsidiary Guarantors, or any of them, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower 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 Administrative Agent pursuant to the Security Agreement. Debtors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the 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 Administrative Agent 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 Administrative Agent that the Trademark Licenses listed on Schedule A annexed hereto constitute all of the Trademarks licensed to or by the Debtors as of the date hereof. The Debtors represent and warrant to the Administrative Agent that the Patents listed on Schedule B annexed hereto constitute all of the Patents now owned by the Debtors. The Debtors represent and warrant to the Administrative Agent that the

Patent Licenses listed on Schedule B annexed hereto constitute all of the Patents licensed to or by the Debtors as of the date hereof. If any Debtor obtains rights to any new Trademarks or Patents, the provisions of this Agreement shall automatically apply thereto and the Debtors shall give to the Administrative Agent prompt written notice of any new registered Trademarks or Patents. The Debtors hereby authorize the Administrative Agent to modify this Agreement upon such written notice by amending Schedule A and Schedule B annexed hereto to include any future Trademarks, Patents, Trademark Licenses, or Patent Licenses as applicable, under Section 1 above or under this Section 5. Notwithstanding the foregoing, no failure to so modify this 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. BORROWER RESPONSIBILITIES. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, it shall prosecute, defend, enforce and take any other reasonably necessary or desirable actions in connection with its Trademarks, Patents, Trademark Licenses and Patent Licenses subject to a security interest hereunder, except where failure to do so could not, in the aggregate, reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement).

7. 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.

8. 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 New York (including Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) without reference to the conflicts or choice of law principles thereof other than such Section 5-1401, except to the extent that the laws of a particular jurisdiction other than the State of New York govern the perfection, priority or enforcement of liens on and security interests in the Collateral.

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

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 and Chief Financial Officer

GUARANTOR:

DIAGNOSTICS SECURITY HOLDERS, LLC,
a Delaware limited liability company

By: _____

Name: C. Edward Hull

Title: Director

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.

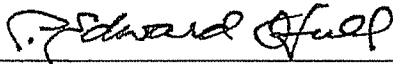
BORROWER:

GENOVA DIAGNOSTICS, INC.,
a Delaware corporation

By: _____
Name: Sarah S. Martin
Title: Vice President and Chief Financial Officer

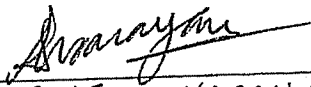
GUARANTOR:

DIAGNOSTICS SECURITY HOLDERS, LLC,
a Delaware limited liability company

By: 
Name: C. Edward Hull
Title: Director


ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, as Administrative Agent

By: 
Name: SANJEEV NARAYAN
Title: VICE PRESIDENT

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

Debtor	Country	Trademark	Application No. Registration No.	Filing Date Registration Date
Genova Diagnostics, Inc.	United States	GENOVA DIAGNOSTICS	78/278,630 2,881,646	07/24/2003 09/07/2004
Genova Diagnostics, Inc.	United States		78/278,651 2,914,523	07/24/2003 12/28/2004
Genova Diagnostics, Inc.	United States	OSTEOGENOMIC	76/379,077 2,760,043	03/05/2002 09/02/2003
Genova Diagnostics, Inc.	United States	DETOXIGENOMIC	76/379,075 2,760,042	03/05/2002 09/02/2003
Genova Diagnostics, Inc.	United States	CARDIOGENOMIC	76/378,979 2,776,571	03/05/2002 10/21/2003
Genova Diagnostics, Inc.	United States	IMMUNOGENOMIC	76/379,076 2,868,065	03/05/2002 07/27/2004
Genova Diagnostics, Inc.	United States	GENOVATIONS	78/092,366 3,607,522	11/08/2001 04/14/2009
Genova Diagnostics, Inc.	United States	NUTREVAL	77/386,432 3,498,570	02/01/2008 09/09/2008
Genova Diagnostics, Inc.	United States	 OPTIMAL NUTRITION EVALUATION	77/875,229 3,861,998	11/18/2009 10/12/2010
Genova Diagnostics, Inc.	United States		85/001,111 3,952,381	03/29/2010 04/26/2011
Genova Diagnostics, Inc.	United States	IMMUNOGENOMIC	77/892,818 3,902,840	12/14/2009 01/11/2011
Genova Diagnostics, Inc.	United States		85/086,701 4,020,486	07/16/2010 08/30/2011

Debtor	Country	Trademark	Application No. Registration No.	Filing Date Registration Date
Genova Diagnostics, Inc.	United States		85/089,719	07/21/2010
			4,023,754	09/06/2011
Genova Diagnostics, Inc.	United States		85/444,881	10/11/2011
			4,157,317	06/12/2012
Genova Diagnostics, Inc.	United States		85/444,885	10/11/2011
			4,160,567	06/19/2012
Genova Diagnostics, Inc.	United States	ALLERGIX	77/179,810	5/14/2007
			3,372,120	01/22/2008
Genova Diagnostics, Inc.	United States	ESTRONEX	78/489,945	9/24/2004
			3,020,486	11/29/2005
Genova Diagnostics, Inc.	United States	GI EFFECTS	77/179,911	5/14/2007
			3,372,127	01/22/2008
Genova Diagnostics, Inc.	United States	ION	78/489,932	9/27/2004
			3,017,925	11/22/2005
Genova Diagnostics, Inc.	United States	METAMETRIX	77/789,578	07/25/2009
			3,849,415	09/21/2010
Genova Diagnostics, Inc.	United States	ORGANIX	78/489,952	09/27/2004
			3,027,977	12/13/2005
Genova Diagnostics, Inc.	United States		77/789,577	07/25/2009
			3,862,629	10/19/2010

Trademark Licenses

None.

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

Debtor	Country	Patent	Application No. Registration No.	Filing Date Registration Date
Genova Diagnostics, Inc.	United States	Staging the Progression Toward, and Assessing the Risk of, an Inflammatory- related Disease such as Type 2 Diabetes Mellitus	13/316,406	12/09/2011
Genova Diagnostics, Inc.	United States	Compositions and Methods for Assessing Gastrointestinal Health	12/907,967	10/11/2010
Genova Diagnostics, Inc.	Australia	PROCESS AND METHOD FOR MONITORING GASTROINTESTINAL MICROBIOTA	2009232327	4/1/2009
Genova Diagnostics, Inc.	Canada	PROCESS AND METHOD FOR MONITORING GASTROINTESTINAL MICROBIOTA	2720292	4/1/2009
Genova Diagnostics, Inc.	European Patent Office	PROCESS AND METHOD FOR MONITORING GASTROINTESTINAL MICROBIOTA	2009727546 2271771	4/1/2009 1/12/2011
Genova Diagnostics, Inc.	Japan	PROCESS AND METHOD FOR MONITORING GASTROINTESTINAL MICROBIOTA	2011502983	4/1/2009
Genova Diagnostics, Inc.	Korea, Republic	PROCESS AND METHOD FOR MONITORING GASTROINTESTINAL MICROBIOTA	20107024448	4/1/2009
Genova Diagnostics, Inc.	United States	PROCESS AND METHOD FOR MONITORING GASTROINTESTINAL MICROBIOTA	12/416,905	4/1/2009
Genova Diagnostics, Inc.	United States	METHODS FOR FORMULATING AND CUSTOMIZING A MICRONUTRIENT SUPPLEMENT	12/451,623	6/21/2010
Genova Diagnostics, Inc.	United States	BROAD SPECTRUM AMINO ACID CHALLENGED URINARY ORGANIC ACID PROFILE	61/546,808	10/13/2011
Genova Diagnostics, Inc.	United States	METHOD OF PREVENTING NEURODEVELOPMENTAL DAMAGE DUE TO PRENATAL EXPOSURE TO ORGANOPHOSPHATE PESTICIDES	61/610,921	3/14/2012
Genova Diagnostics, Inc.	United States	METHOD FOR CHIRAL SEPARATION OF LACTIC ACID ENANTIOMERS	11/845,555	8/27/2007

Patent Licenses

None.