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.		11/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a Canadian chartered bank acting through its Chicago branch: CANADA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3607522	GENOVATIONS
Registration Number:	2760043	OSTEOGENOMIC
Registration Number:	2760042	DETOXIGENOMIC
Registration Number:	2776571	CARDIOGENOMIC
Registration Number:	2868065	IMMUNOGENOMIC
Registration Number:	2881646	GENOVA DIAGNOSTICS
Registration Number:	2914523	G DX
Registration Number:	3498570	NUTREVAL
Registration Number:	3861998	ONE FMV OPTIMAL NUTRITION EVALUATION
Registration Number:	3902840	IMMUNOGENOMIC
Registration Number:	3952381	
Registration Number:	4020486	CV HEALTH PROFILE
Registration Number:	4023754	IBSTATUS
Registration Number:	4157317	PREDGUIDE

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Registration Number:	4160567	METSYNGUIDE
Registration Number:	3020486	ESTRONEX
Registration Number:	3017925	ION
Registration Number:	3372127	GI EFFECTS
Registration Number:	3372120	ALLERGIX
Registration Number:	3027977	ORGANIX
Registration Number:	3849415	METAMETRIX
Registration Number:	3862629	M

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	334164-29
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	11/13/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of November 13, 2013, by GENOVA DIAGNOSTICS, INC., a Delaware corporation, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, certain affiliates of the Grantors from time to time a party thereto, Lenders from time to time party thereto (the "Lenders"), the L/C Issuer and Administrative Agent, Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the Creditor

Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

; *provided* that, notwithstanding anything to the contrary in this Agreement, "intent to use" applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

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

GRANTOR:

GENOVA DIAGNOSTICS, INC., a Delaware corporation

By _____
Name: C. Edward Hull
Title: Chairman, President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By _____
Name: Tara Cuprisin
Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Trademark Name	Application Number	File Date	Trademark Status
GDX	85/809,235	12/21/2012	Pending
MYGDX	85/809,250	12/21/2012	Pending
GENOVA DIAGNOSTICS GENOVA DIAGNOSTICS Logo	85/887,043	03/26/2013	Pending

TRADEMARK REGISTRATIONS

Trademark Name	Application Number	File Date	Reg #	RegDate	Trademark Status
GENOVATIONS	78/092,366	11/08/2001	3,607,522	04/14/2009	Registered
OSTEOGENOMIC	76/379,077	03/05/2002	2,760,043	09/02/2003	Registered
DETOXIGENOMIC	76/379,075	03/05/2002	2,760,042	09/02/2003	Registered
CARDIOGENOMIC	76/378,979	03/05/2002	2,776,571	10/21/2003	Registered
IMMUNOGENOMIC	76/379,076	03/05/2002	2,868,065	07/27/2004	Registered
GENOVA DIAGNOSTICS	78/278,630	07/24/2003	2,881,646	09/07/2004	Registered
G^{DX} logo	78/278,651	07/24/2003	2,914,523	12/28/2004	Registered
NUTREVAL	77/386,432	02/01/2008	3,498,570	09/09/2008	Registered
ONE FMV OPTIMAL NUTRITION EVALUATIO ONE logo	77/875,229	11/18/2009	3,861,998	10/12/2010	Registered
IMMUNOGENOMIC	77/892,818	12/14/2009	3,902,840	01/11/2011	Registered