

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genova Diagnostics, Inc.		11/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	GNVA Debt Holdco, LLC
Street Address:	335 N. Maple Drive, Suite 240
Internal Address:	c/o Levine Leichtman Capital Partners
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	85809235	GDX
Serial Number:	85809250	MYGDX
Serial Number:	85887043	GENOVA DIAGNOSTICS
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

CH \$640.00 85809235

Registration Number:	3952381	
Registration Number:	4020486	CV HEALTH PROFILE
Registration Number:	4157317	PREDGUIDE
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
Registration Number:	4023754	IBSTATUS

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	15375-2 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	11/18/2013

Total Attachments: 7
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN 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 GNVA DEBT HOLDCO, LLC, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien 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") 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 Second Lien Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Second Lien Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien 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 Second Lien Credit Agreement, and if not defined therein, in the Second Lien 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 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; SECOND LIEN 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 Second Lien 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 Second Lien 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 Second Lien Security Agreement, the terms and provisions of the Second Lien 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 Second Lien Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations) in accordance with the provisions of the Second Lien Credit Agreement, 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.


9. Intercreditor Agreement Governs. Notwithstanding anything to the contrary in this Agreement, the lien and security interest granted to the Administrative Agent, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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:

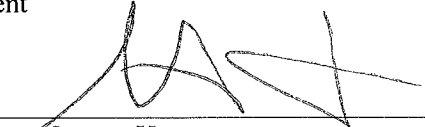
GENOVA DIAGNOSTICS, INC., a Delaware corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

GNVA DEBT HOLDCO, LLC, as Administrative Agent

By


Name: Steven Hartman


Title: President

Trademark Security Agreement
2nd Lien



TRADEMARK
REEL: 005155 FRAME: 0842






SCHEDULE 1
to
SECOND LIEN 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 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
 OPTIMAL NUTRITION EVALUATION 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
	85/001,111	03/29/2010	3,952,381	04/26/2011	Registered

Logo (series of colored circles)					
 CV HEALTH PROFILE logo	85/086,701	07/16/2010	4,020,486	08/30/2011	Registered
 IB STATUS logo	85/089,719	07/21/2010	4,023,754	09/06/2011	Registered
 PREDGUIDE Logo	85/444,881	10/11/2011	4,157,317	06/12/2012	Registered
 METSYNGUIDE Logo	85/444,885	10/11/2011	4,160,567	06/19/2012	Registered
ESTRONEX®	78489945	9/27/2004	3020486	11/29/05	Registered
ION®	78489932	09/27/2004	3017925	11/22/05	Registered
GI EFFECTS®	77179911	05/14/2007	3372127	01/22/08	Registered
ALLERGIX®	77179810	05/14/2007	3372120	01/22/08	Registered
ORGANIX®	78489952	09/27/2004	3027977	12/13/05	Registered
METAMETRIX®	77789578	07/25/2009	3849415	09/21/10	Registered
 M® (Stylized)	77789577	07/25/2009	3862629	10/19/10	Registered