

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asuragen, Inc.		08/13/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Interpace Diagnostics, LLC		
Street Address:	300 Interpace Parkway		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3546361	MIRINFORM	
Registration Number:	4071426	MIRINFORM	
Registration Number:	4071427	MIRINFORM	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<i>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.</i>			
Phone:	215.981.4194		
Email:	kennedyp@pepperlaw.com, jensenc@pepperlaw.com, catalanot@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy c/o Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	136054.0039		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	08/19/2014		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Trademark Assignment**”) is made as of this 13th day of August, 2014 (the “**Execution Date**”), by and between Asuragen, Inc., a Delaware corporation (“**Seller**”), and Interpace Diagnostics, LLC, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller is the sole and exclusive owner in the applicable jurisdiction of the Trademarks set forth on Schedule A attached hereto and made part hereof (collectively, the “**Purchased Trademarks**”); and

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), by and between Seller and Buyer, Buyer wishes to acquire from Seller, and Seller wishes to sell, transfer, convey, assign and deliver to Buyer the Purchased Trademarks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Purchased Trademarks.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance of Purchased Trademarks.** Effective as of the Execution Date, (a) Seller hereby forever and irrevocably, without reservation, sells, transfers, conveys, assigns and delivers to Buyer (and to Buyer’s successors and assigns), all of its right, title and interest in and to the Purchased Trademarks, including all common law rights therein and all trademark registrations and registration applications for the Purchased Trademarks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks, and all goodwill of the business associated with and symbolized by the Purchased Trademarks; provided, however, that no such rights are being assigned hereunder with respect to any Excluded Assets or Excluded Liabilities; and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.

3. **Recordation.** Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Authorities. All costs and expenses associated with the recording of this Trademark Assignment shall be borne solely by Buyer.
4. **Further Assurances.** Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Purchased Trademarks.
5. **Miscellaneous.**
 - (a) **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any conflicts or choice of Law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive Law of another jurisdiction.
 - (b) **Amendment.** This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.
 - (c) **Waiver.** Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.
 - (d) **Severability.** If any provision of this Trademark Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Trademark Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable; (ii) this Trademark Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Trademark Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Trademark Assignment a legal, valid and enforceable provision as

similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

- (e) **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[Signature page follows]

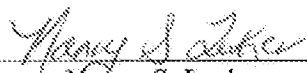
IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

Asuragen, Inc.

By: _____
Name:
Title:

Interpace Diagnostics, LLC

By: PDI, Inc., its sole member

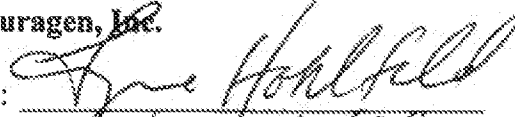
By: 
Name: Nancy S. Lurker
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

Asuragen, Inc.

By:



Name: Lynne Holtfeld

Title: CFO

Interpace Diagnostics, LLC

By:

Name:

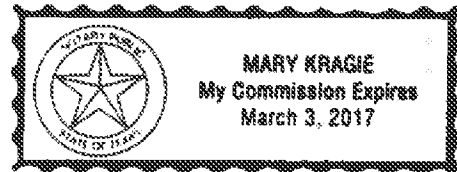
Title:

[Signature Page to Trademark Assignment Agreement]

STATE OF Texas)
) ss
COUNTY OF Travis)

On this 13th day of August, 2014, before me personally appeared Lynne Hohlfeld, to me personally known, who, being duly sworn, did say that he/she is the CEO of Asuragen, Inc. and that he/she duly executed the foregoing instrument for and on behalf of Asuragen, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Mary Kracie
Notary Public
Expiration Date: March 3, 2017



SCHEDULE A

PURCHASED TRADEMARKS

Registered Trademarks

Mark	Country	App. No. Reg. No.	Filing Date Reg. Date	Class
MIRINFORM	US	77/447,187 3,546,361	4/14/2008 09/30/2008	9
MIRINFORM	US	85/067,844 4,071,426	6/21/2010 12/13/2011	42
MIRINFORM	US	85/067,850 4,071,427	6/21/2010 12/13/2011	42
MIRINFORM	MP (CN)	A0035669 1162299	4/19/2013 05/08/2013	42
MIRINFORM	MP (CN)	A0035671 1162175	4/19/2013 05/08/2013	42