

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bostwick Laboratories, Inc.		01/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3205211	BOSTWICK LABORATORIES	
<b>Registration Number:</b>	3205212	BOSTWICK LABORATORIES	
<b>Registration Number:</b>	4399582	CERVYSION	
<b>Registration Number:</b>	4399977	CYTOLOGYPRO	
<b>Registration Number:</b>	4571895	PATHOLOGY IS PERSONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036106200		
<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>			
<b>Phone:</b>	703-610-6100		
<b>Email:</b>	boxip@hoganlovells.com		
<b>Correspondent Name:</b>	Valerie Brennan, Hogan Lovells US LLP		
<b>Address Line 1:</b>	7930 Jones Branch Drive, 9th Floor		
<b>Address Line 2:</b>	Box Intellectual Property		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	088650.175		
<b>NAME OF SUBMITTER:</b>	Valerie Brennan		
<b>SIGNATURE:</b>	/vb/		
<b>DATE SIGNED:</b>	01/07/2015		

OP \$140.00 3205211

**Total Attachments: 16**

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**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement (this “**First Amendment**”) is made as of January 2, 2015, by and among BOSTWICK LABORATORIES, INC., a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as agent (in such capacity, together with its successors and assigns, the “**Agent**”) for the Lenders (as defined in the Credit Agreement referred to below).

**W I T N E S S E T H:**

WHEREAS, reference is made to that certain Credit Agreement, dated as of September 17, 2012, (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Grantor, the other Credit Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent;

WHEREAS, reference is also made to that certain Trademark Security Agreement, dated as of September 17, 2012 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), by and among the Grantor and the Agent, pursuant to which, among other things, the Grantor granted to the Agent, for the benefit of itself, the Lenders and the other Secured Parties, a continuing security interest in and to the Trademark Collateral (as defined therein);

WHEREAS, the Grantor has advised the Agent that the Grantor has acquired additional Trademark Collateral; and

WHEREAS, the Grantor and the Agent now wish to amend, modify and supplement the Trademark Security Agreement, as more particularly set forth in this First Amendment.

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

1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meaning provided for in the Trademark Security Agreement.
2. Amendment to Trademark Security Agreement. The provisions of the Trademark Security Agreement are hereby amended by replacing Schedule I thereto in its entirety with Schedule I annexed hereto, and the Trademark Collateral described in Section 2 of the Trademark Security Agreement shall be deemed to include, from and after the date hereof, all trademarks and rights under any written agreement granting any right to use any trademarks described on such Schedule I.
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantor to the Agent (for the ratable benefit of the Lenders) under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Agent (for the ratable benefit of the Lenders) a lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral, together with all of such Grantor’s assets of the type described in Section 2 of the Trademark Security Agreement relating to the Trademark Collateral, as well as all products, proceeds, substitutions, and accessions of or to the foregoing.

4. Effect on Trademark Security Agreement. Except as specifically provided herein, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. The Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, the Grantor hereby acknowledges, confirms and agrees that (i) all Trademark Collateral shall continue to secure the Secured Obligations, (ii) this First Amendment shall be a "Loan Document" under the Credit Agreement, and (iii) the Trademark Security Agreement, the Credit Agreement and each other Loan Document shall remain in full force and effect following any action contemplated in connection herewith.

5. Miscellaneous.

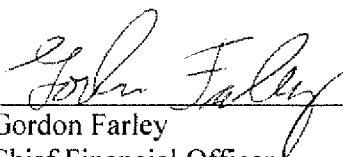
- (a) The Trademark Security Agreement, as amended by this First Amendment, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (b) In case any provision of or obligation under this First Amendment shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- (c) The Grantor hereby agrees that at any time and from time to time, at the expense of the Grantor, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Agent or Lenders may reasonably request, in connection with this First Amendment, or to enable them to exercise and enforce their rights and remedies under this First Amendment, the Trademark Security Agreement and the other Loan Documents.
- (d) THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.
- (e) This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of this First Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

**GRANTOR:**

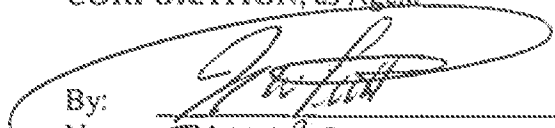
**BOSTWICK LABORATORIES, INC.,** a  
Delaware corporation

By:   
Name: Gordon Farley  
Title: Chief Financial Officer

[Signatures Continue on Following Page]

AGENT:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:   
Name: JAY W. PITT  
Title: DULY AUTHORIZED SIGNATORY

[End of Signature Pages]

Schedule I  
to  
Trademark Security Agreement  
Trademarks Registrations

*[attached]*

Trademark/Service Mark Report

**OBER KALER**  
Attorneys at Law

TRADEMARK	COUNTRY/STATE	STATUS	APP. DATE	ACTION REQUIRED	LOGO
EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		
<b>AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES</b>	United States of America	Registered	8/14/2009	Section 8/15 Early Filing	1/18/2016
Bostwick Laboratories, Inc.			77804759	Affidavit Due in 2 Months	11/18/2016
42			1/18/2011	Affidavit Due	1/18/2017
			3909481	Section 8/15 Late Filing	7/18/2017
				Renewal Early Filing	1/18/2020
				Next Renewal due in 2 months	11/18/2020
				Next Renewal Due	1/18/2021
				Late Renewal	7/18/2021
<b>AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES</b>	United States of America	Registered	8/14/2009	Section 8/15 Early Filing	1/18/2016
Bostwick Laboratories, Inc.			77804769	Affidavit Due in 2 Months	11/18/2016
44			1/18/2011	Affidavit Due	1/18/2017
			3909482	Section 8/15 Late Filing	7/18/2017
				Renewal Early Filing	1/18/2020
				Next Renewal due in 2 months	11/18/2020
				Next Renewal Due	1/18/2021
				Late Renewal	7/18/2021
<b>B FOR ABSOLUTE CONFIDENCE (&amp; design)</b>	United States of America	Registered	8/12/2005	Renewal Early Filing	7/25/2015
Bostwick Laboratories, Inc.			78691590	Next Renewal due in 2 months	5/25/2016
44			7/25/2006	Next Renewal Due	7/25/2016
			3120611	Late Renewal	1/25/2017





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EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		
<b>BLADDERVYSION</b>	United States of America	Registered	4/23/2012	Section 8/15 Early Filing	3/12/2018
Bostwick Laboratories, Inc.			85605497	Affidavit Due in 2 Months	1/12/2019
44			3/12/2013	Affidavit Due	3/12/2019
			4300420	Section 8/15 Late Filing	9/12/2019
				Renewal Early Filing	3/12/2022
				Next Renewal due in 2 months	1/12/2023
				Next Renewal Due	3/12/2023
				Late Renewal	9/12/2023
<b>BOSTWICK LABORATORIES</b>	United States of America	Registered	8/12/2005	Renewal Early Filing	2/6/2016
Bostwick Laboratories, Inc.			78691529	Next Renewal due in 2 months	12/6/2016
44			2/6/2007	Next Renewal Due	2/6/2017
			3205211	Late Renewal	8/6/2017
<b>BOSTWICK LABORATORIES (stylized)</b>	United States of America	Registered	8/12/2005	Renewal Early Filing	2/6/2016
Bostwick Laboratories, Inc.			78691540	Next Renewal due in 2 months	12/6/2016
44			2/6/2007	Next Renewal Due	2/6/2017
			3205212	Late Renewal	8/6/2017

**BOSTWICK LABORATORIES**

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EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		

**CERVYSION**

Bostwick Laboratories, Inc.

44

United States of America	Registered	1/29/2013	Section 8/15 Early Filing	9/10/2018
		85835915	Affidavit Due in 2 Months	7/10/2019
		9/10/2013	Affidavit Due	9/10/2019
		4399582	Section 8/15 Late Filing	3/10/2020
			Renewal Early Filing	9/10/2022
			Next Renewal due in 2 months	7/10/2023
			Next Renewal Due	9/10/2023
			Late Renewal	3/10/2024

**CYTOLOGYPRO**

Bostwick Laboratories, Inc.

44

United States of America	Registered	2/6/2013	Section 8/15 Early Filing	9/10/2018
		85842543	Affidavit Due in 2 Months	7/10/2019
		9/10/2013	Affidavit Due	9/10/2019
		4399977	Section 8/15 Late Filing	3/10/2020
			Renewal Early Filing	9/10/2022
			Next Renewal due in 2 months	7/10/2023
			Next Renewal Due	9/10/2023
			Late Renewal	3/10/2024

**DERMATOCOR**

Bostwick Laboratories, Inc.

44

United States of America	Registered	2/24/2006	Section 8/15 Early Filing	5/13/2013
		78823051	Affidavit Due in 2 Months	3/13/2014
		5/13/2008	Affidavit Due	5/13/2014
		3428460	Section 8/15 Late Filing	11/13/2014
			Renewal Early Filing	5/13/2017
			Next Renewal due in 2 months	3/13/2018
			Next Renewal Due	5/13/2018
			Late Renewal	11/13/2018

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EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		
<b>FOR ABSOLUTE CONFIDENCE</b>	United States of America	Registered	1/15/2002	Renewal Early Filing	9/16/2012
Bostwick Laboratories, Inc.			76358801	Next Renewal due in 2 months	7/16/2013
44			9/16/2003	Next Renewal Due	9/16/2013
			2765291	Late Renewal	3/16/2014
<b>GASTROCOR</b>	United States of America	Registered	11/29/2005	Renewal Early Filing	12/5/2015
Bostwick Laboratories, Inc.			78762423	Next Renewal due in 2 months	10/5/2016
44			12/5/2006	Next Renewal Due	12/5/2016
			3180365	Late Renewal	6/5/2017
<b>GASTROFISH</b>	United States of America	Registered	8/11/2008	Section 8/15 Early Filing	5/18/2015
Bostwick Laboratories, Inc.			77543372	Affidavit Due in 2 Months	3/18/2016
44			5/18/2010	Affidavit Due	5/18/2016
			3790858	Section 8/15 Late Filing	11/18/2016
				Renewal Early Filing	5/18/2019
				Next Renewal due in 2 months	3/18/2020
				Next Renewal Due	5/18/2020
				Late Renewal	11/18/2020
<b>GYN FOR ABSOLUTE CONFIDENCE (&amp; design)</b>	United States of America	Registered	4/10/2007	Section 8/15 Early Filing	10/23/2012
Bostwick Laboratories, Inc.			77153013	Affidavit Due in 2 Months	8/23/2013
44			10/23/2007	Affidavit Due	10/23/2013
			3317042	Section 8/15 Late Filing	4/23/2014
				Renewal Early Filing	10/23/2016
				Next Renewal due in 2 months	8/23/2017
				Next Renewal Due	10/23/2017
				Late Renewal	4/23/2018



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Attorneys at Law

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EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		
<b>GYNECOR</b>	United States of America	Registered	11/29/2005	Renewal Early Filing	12/5/2015
Bostwick Laboratories, Inc.			78762430	Next Renewal due in 2 months	10/5/2016
44			12/5/2006	Next Renewal Due	12/5/2016
			3180366	Late Renewal	6/5/2017
<b>HEMATOCOR</b>	United States of America	Registered	2/24/2006	Section 8/15 Early Filing	4/21/2014
Bostwick Laboratories, Inc.			78823028	Affidavit Due in 2 Months	2/21/2015
44			4/21/2009	Affidavit Due	4/21/2015
			3610422	Section 8/15 Late Filing	10/21/2015
				Renewal Early Filing	4/21/2018
				Next Renewal due in 2 months	2/21/2019
				Next Renewal Due	4/21/2019
				Late Renewal	10/21/2019
<b>MICROVYSION</b>	United States of America	Registered	4/29/2005	Renewal Early Filing	8/22/2015
Bostwick Laboratories, Inc.			78620037	Next Renewal due in 2 months	6/22/2016
44			8/22/2006	Next Renewal Due	8/22/2016
			3134380	Late Renewal	2/22/2017
<b>NEPHROCOR</b>	United States of America	Registered	1/24/2007	Section 8/15 Early Filing	9/18/2012
Bostwick Laboratories, Inc.			77090246	Affidavit Due in 2 Months	7/18/2013
44			9/18/2007	Affidavit Due	9/18/2013
			3293424	Section 8/15 Late Filing	3/18/2014
				Renewal Early Filing	9/18/2016
				Next Renewal due in 2 months	7/18/2017
				Next Renewal Due	9/18/2017
				Late Renewal	3/18/2018

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TRADEMARK	COUNTRY/STATE	STATUS	APP. DATE	ACTION REQUIRED	LOGO
EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		

**OPTIMIZE YOUR RESULTS**

Bostwick Laboratories, Inc.	United States of America	Registered	7/20/2007	Section 8/15 Early Filing	7/1/2013
44			77234735	Affidavit Due in 2 Months	5/1/2014
			7/1/2008	Affidavit Due	7/1/2014
			3459205	Section 8/15 Late Filing	1/1/2015
				Renewal Early Filing	7/1/2017
				Next Renewal due in 2 months	5/1/2018
				Next Renewal Due	7/1/2018
				Late Renewal	1/1/2019

**PCA3PLUS**

Bostwick Laboratories, Inc.	United States of America	Registered	6/2/2006	Renewal Early Filing	10/30/2016
44			78899431	Next Renewal due in 2 months	8/30/2017
			10/30/2007	Next Renewal Due	10/30/2017
			3324311	Late Renewal	4/30/2018

**PROSTACLEAR**

Bostwick Laboratories, Inc.	United States of America	Registered	4/23/2012	Section 8/15 Early Filing	12/4/2017
44			85605505	Affidavit Due in 2 Months	10/4/2018
			12/4/2012	Affidavit Due	12/4/2018
			4253958	Section 8/15 Late Filing	6/4/2019
				Renewal Early Filing	12/4/2021
				Next Renewal due in 2 months	10/4/2022
				Next Renewal Due	12/4/2022
				Late Renewal	6/4/2023

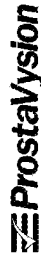
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EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		

**PROSTAVYSION (& design)**

Bostwick Laboratories, Inc.	United States of America	Registered	4/23/2012	Section 8/15 Early Filing	12/4/2017
44			85605512	Affidavit Due in 2 Months	10/4/2018
			12/4/2012	Affidavit Due	12/4/2018
			4253959	Section 8/15 Late Filing	6/4/2019
				Renewal Early Filing	12/4/2021
				Next Renewal due in 2 months	10/4/2022
				Next Renewal Due	12/4/2022
				Late Renewal	6/4/2023



**QC SCIENCES**

Bostwick Laboratories, Inc.	United States of America	Registered	7/20/2007	Section 8/15 Early Filing	7/1/2013
44			77234789	Affidavit Due in 2 Months	5/1/2014
			7/1/2008	Affidavit Due	7/1/2014
			3459206	Section 8/15 Late Filing	1/1/2015
				Renewal Early Filing	7/1/2017
				Next Renewal due in 2 months	5/1/2018
				Next Renewal Due	7/1/2018
				Late Renewal	1/1/2019

**RENALVYSION**

Bostwick Laboratories, Inc.	United States of America	Registered	1/24/2007	Section 8/15 Early Filing	10/2/2012
44			77090261	Affidavit Due in 2 Months	8/2/2013
			10/2/2007	Affidavit Due	10/2/2013
			3301361	Section 8/15 Late Filing	4/2/2014
				Renewal Early Filing	10/2/2016
				Next Renewal due in 2 months	8/2/2017
				Next Renewal Due	10/2/2017
				Late Renewal	4/2/2018

TRADEMARK

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**OBER** | **KALER**  
Attorneys at Law

TRADEMARK	COUNTRY/STATE	STATUS	APP. DATE	ACTION REQUIRED	LOGO
EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		

**RESOLVE**

Bostwick Laboratories, Inc.	United States of America	Registered	4/10/2007	Section 8/15 Early Filing	5/20/2013
44			77152984	Affidavit Due in 2 Months	3/20/2014
			5/20/2008	Affidavit Due	5/20/2014
			3429684	Section 8/15 Late Filing	11/20/2014
				Renewal Early Filing	5/20/2017
				Next Renewal due in 2 months	3/20/2018
				Next Renewal Due	5/20/2018
				Late Renewal	11/20/2018

**THE NEXT GENERATION  
MOLECULAR TEST FOR  
PROSTATE CANCER**

Bostwick Laboratories, Inc.	United States of America	Registered	7/24/2006	Section 8/15 Early Filing	9/11/2012
44			78935987	Affidavit Due in 2 Months	7/11/2013
				Affidavit Due	9/11/2013
			9/11/2007	Section 8/15 Late Filing	3/11/2014
			3290966	Renewal Early Filing	9/11/2016
				Next Renewal due in 2 months	7/11/2017
				Next Renewal Due	9/11/2017
				Late Renewal	3/11/2018

**TRIVYSION**

Bostwick Laboratories, Inc.	United States of America	Registered	8/12/2005	Renewal Early Filing	8/15/2015
44			78691612	Next Renewal due in 2 months	6/15/2016
			8/15/2006	Next Renewal Due	8/15/2016
			3129382	Late Renewal	2/15/2017

TRADEMARK

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EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		
<b>TRUTEST</b>	United States of America	Registered	4/10/2007	Section 8/15 Early Filing	5/20/2013
Bostwick Laboratories, Inc.			77152963	Affidavit Due in 2 Months	3/20/2014
44			5/20/2008	Affidavit Due	5/20/2014
			3429683	Section 8/15 Late Filing	11/20/2014
				Renewal Early Filing	5/20/2017
				Next Renewal due in 2 months	3/20/2018
				Next Renewal Due	5/20/2018
				Late Renewal	11/20/2018
<b>UROFISH</b>	United States of America	Pending	12/7/2011	SOU 24 Month Deadline	7/10/2014
Bostwick Laboratories, Inc.		Published	85489531		
44					
<b>UROMAX 24</b>	United States of America	Registered	11/29/2005	Renewal Early Filing	12/5/2015
Bostwick Laboratories, Inc.			78762434	Next Renewal due in 2 months	10/5/2016
44			12/5/2006	Next Renewal Due	12/5/2016
			3180367	Late Renewal	6/5/2017
<b>UROPREDICT</b>	United States of America	Registered	11/29/2005	Renewal Early Filing	4/17/2016
Bostwick Laboratories, Inc.			78762446	Next Renewal due in 2 months	2/17/2017
44			4/17/2007	Next Renewal Due	4/17/2017
			3229251	Late Renewal	10/17/2017



Trademark/Service Mark Report

**OBER KALER**  
Attorneys at Law

TRADEMARK	COUNTRY/STATE	STATUS	APP. DATE	ACTION REQUIRED	LOGO
EFFECTIVE OWNER		SUBSTATUS	APP. NO.	DUE DATE	
INTERNATIONAL CLASS #			REG. DATE		
			REG. NO.		

**UTEROFISH**

Bostwick Laboratories, Inc.	United States of America	Registered	6/20/2008	Section 8/15 Early Filing	11/30/2015
44			77503700	Affidavit Due in 2 Months	9/30/2016
			11/30/2010	Affidavit Due	11/30/2016
			3883340	Section 8/15 Late Filing	5/30/2017
				Renewal Early Filing	11/30/2019
				Next Renewal due in 2 months	9/30/2020
				Next Renewal Due	11/30/2020
				Late Renewal	5/30/2021

**WEBDOX**

Bostwick Laboratories, Inc.	United States of America	Registered	2/24/2006	Section 8/15 Early Filing	4/22/2013
42			78823078	Affidavit Due in 2 Months	2/22/2014
			4/22/2008	Affidavit Due	4/22/2014
			3414584	Section 8/15 Late Filing	10/22/2014
				Renewal Early Filing	4/22/2017
				Next Renewal due in 2 months	2/22/2018
				Next Renewal Due	4/22/2018
				Late Renewal	10/22/2018