

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virmedica, Inc.		01/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Petra Growth Fund III, L.P.		
Street Address:	3825 Bedford Avenue, Suite 101		
Internal Address:	c/o Petra Capital Partners, LLC		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86345121	TRANSENGEN TIER4	
Registration Number:	3755990	TRANSENGEN	
CORRESPONDENCE DATA			
Fax Number:	6157420410		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer and Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	108157-190		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	02/04/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of January 9, 2015, is made and entered into on the terms hereinafter set forth by VIRMEDICA, INC., a Delaware corporation ("Borrower") and all direct and indirect subsidiaries of Borrower now or hereafter becoming parties to this Agreement (individually, a "Subsidiary" and collectively, the "Subsidiaries"; the Subsidiaries and Borrower are sometimes hereinafter referred to individually as a "Debtor" and collectively as the "Debtors"), and PETRA GROWTH FUND III, L.P., a Delaware limited partnership (together with its successors and assigns, "Lender") pursuant to the agreement titled Security Agreement and dated as of January 9, 2015, by and among the Debtors and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, Debtors are required to execute and deliver to Lender this 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 Lender a continuing first priority security interest in all of Debtors' rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing appear or have appeared and designs owned by the Debtors (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 of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 2(a);

(c) the right following an Event of Default to sue third parties for past, present or future infringements of any Trademark Collateral described herein; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtors against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any material license or (ii) injury to the goodwill associated with any trademark or any trademark 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 any Subsidiary, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower or any Subsidiary.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Debtors hereby acknowledge and affirm that the rights and remedies of Lender 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 conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Debtors represent and warrant to Lender that the Trademarks listed on Schedule A annexed hereto constitute all of the Trademarks now owned by the Debtors. If any Debtor obtains rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and the Debtors shall give to Lender prompt written notice of any new registered Trademarks. The Debtors hereby authorize Lender to modify this Agreement upon such written notice by amending Schedule A annexed hereto to include any future Trademarks under Section 2 above or under this Section 5. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

6. 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.

7. 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 Tennessee, without reference to the conflicts or choice of law principles thereof, except to the extent that the laws of a particular jurisdiction govern the creation, perfection and


enforcement of liens on and security interests in the Trademark Collateral. The provisions of this Agreement regarding the granting and perfection of the security interest herein shall be governed by and construed and enforced in accordance with the Uniform Commercial Code as in effect in the State of Tennessee.

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

IN WITNESS WHEREOF, Debtors and Lender have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.


DEBTORS:

VIRMEDICA, INC.

By: 
Name: Mark Barnes
Title: President, Chairman and CEO


BIOMED INTELLIGENCE, LLC

By: VirMedica, Inc., as Sole Member

By: 
Name: Mark Barnes
Title: President, Chairman and CEO

D2 PHARMA CONSULTING LLC

By: VirMedica, Inc., as Manager

By: 
Name: Mark Barnes
Title: President, Chairman and CEO

LENDER:

PETRA GROWTH FUND III, L.P.

By: Petra Partners III, LLC, its general partner

By: _____
Name: _____
Title: _____

TRADEMARK

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IN WITNESS WHEREOF, Debtors and Lender have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

DEBTORS:

VIRMEDICA, INC.

By: _____

Name: Mark Barnes

Title: President, Chairman and CEO

BIOMED INTELLIGENCE, LLC

By: VirMedica, Inc., as Sole Member

By: _____

Name: Mark Barnes

Title: President, Chairman and CEO

D2 PHARMA CONSULTING LLC

By: VirMedica, Inc., as Manager

By: _____

Name: Mark Barnes

Title: President, Chairman and CEO

LENDER:

PETRA GROWTH FUND III, L.P.

By: Petra Partners III, LLC, its general partner

By: _____

Name: *David Fitzgerald*

Title: *Member*

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
VirMedica, Inc.	TRANSENGEN TIER4	86345121 July 22, 2014	N/A	Pending
VirMedica, Inc.	TRANSENGEN	77682535 March 3, 2009	3755990 March 2, 2010	Registered

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