# OP \$65.00 4117317

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM344667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ridge Diagnostics, Inc.		06/15/2015	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Vindrauga Corporation	
Street Address:	1565 HOTEL CIRCLE SOUTH, SUITE 310	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92108	
Entity Type:	CORPORATION: CALIFORNIA	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4117317	RIDGE DIAGNOSTICS
Registration Number:	4117318	RIDGE DIAGNOSTICS

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 6193983368

Email: jwilson@kirbymac.com

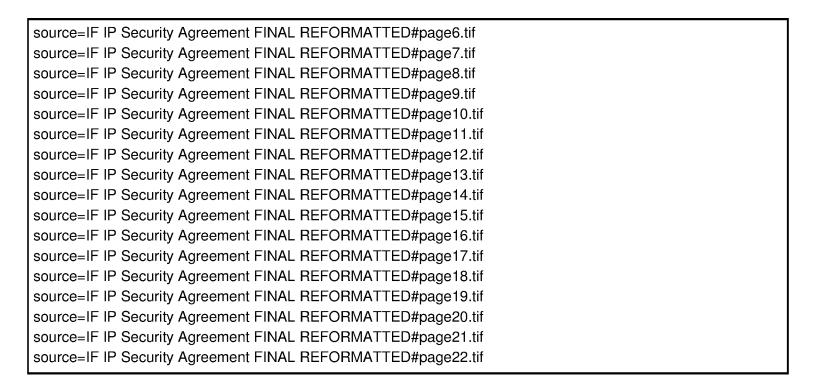
Correspondent Name: Dean T. Kirby, Jr.

**Address Line 1:** 707 Broadway, Suite 1750 **Address Line 4:** San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Dean T. Kirby, Jr.
SIGNATURE:	/Dean T. Kirby, Jr./
DATE SIGNED:	06/15/2015

**Total Attachments: 22** 

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made as of June 1, 2015 by RIDGE DIAGNOSTICS, INC., a Delaware corporation ("Pledgor"), in favor of VINDRAUGA CORPORATION, a California corporation ("Lender"), with reference to the facts set forth below:

- A. Pledgor has obtained a loan ("Loan") from Secured Party and in connection therewith has executed and delivered a Promissory Note dated of even date herewith in the original principal amount of up to \$1,500,000.00 (the "Note") in favor of Secured Party. Except as otherwise provided in this Agreement, terms with initial capital letters herein shall have the same meanings as set forth in the Note and that certain Loan Agreement, dated of even date herewith (the "Loan Agreement"). The Note, the Loan Agreement, and that certain Intercreditor Agreement, all of even date herewith, and all other documents executed by Borrower or any other party in connection with evidencing or securing the Loan are collectively referred to herein as the "Loan Documents."
- B. Pledgor is already indebted to Secured Party under other credit instruments, including without implied limitation that certain Second Amended and Restated Promissory Note dated as of January 27, 2015 in the original principal amount of \$2,570,000.00. The Loan to which this Security Agreement relates (i.e., the \$1,500,000.00 Loan is a separate Loan, and has been funded by a different group of participants. All references in the Loan Documents to the capitalized terms "Note," "Loan," "Loan Agreement" "Loan Documents" and "Intercreditor Agreement" refer only to this separate \$1,500,000.00 Loan.
- C. One of the Loan Documents is a "Security Agreement (Blanket)" wherein Pledgor grants to Lender a blank security interest on all of Pledgor's property, including the Collateral identified in this Agreement, which is included in the term "general intangibles." The provisions of this Agreement are intended to supplement, and not to replace, the provisions of the "Security Agreement (Blanket)."
- D. As a condition to making the Loan, Lender requires that Pledgor grant a security interest in and to certain property to Lender for purposes of securing all obligations to be performed by Pledgor pursuant to the Loan Documents. Pledgor hereby acknowledges and agrees that it will derive personal benefit by Lender making the loan to Pledgor pursuant to the Loan Documents (defined below).
- E. To induce Lender to make the Loan, Pledgor is willing to grant a security interest in and to such property to Lender on the provisions and conditions hereinafter set forth.

NOW, THEREFORE to induce Lender to make the Loan and in consideration for the making of the Loan, Pledgor agrees as set forth below:

- 1 Definitions: Interpretation.
- (a) Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"<u>Business</u>" shall mean the current business operations of Pledgor and all future business operations of Pledgor.

"Collateral" has the meaning set forth in Section 2.

"Copyright Collateral" has the meaning set forth in Section 2.

"Copyrights" has the meaning set forth in Section 2.

"Event of Default" has the meaning ascribed thereto in Section 7.

"Existing Interest Holders" means any of the Persons holding the Existing Interests.

"Existing Interests" means any interests in the Collateral or portions thereof existing on the date hereof in favor of any of the Persons as listed on Schedule "B" pursuant to the agreements referred to therein.

"Lender" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"<u>Lien</u>" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Loan Agreement" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement and shall include all modifications, amendments, renewals, replacements and extensions thereof.

"<u>Loan Documents</u>" shall mean the Loan Agreement and all other documents executed by Pledgor or any other party in connection with evidencing or securing the Loan.

"Material Adverse Effect" means a circumstance or event or any set of circumstances or events which has or could reasonably be expected to have any material adverse effect upon: (a) the condition, operations, assets, business or prospects of Pledgor; (b) Pledgor's ability to pay and perform the Obligations; (c) the value or priority of Lender's security interest in any Collateral; and/or (d) the practical realization of the benefits of Lender's rights and remedies under this Agreement and the other Loan Documents.

"Obligations" shall have the meaning ascribed to such term in Section 3 of this Agreement.

"Patent Collateral" has the meaning set forth in Section 2.

"Patents" has the meaning set forth in Section 2.

<u>"Person"</u> means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or any other entity.

"Pledgor Documents" means this Agreement together with any collateral assignments of licenses made by Pledgor in favor of Lender, any security agreements for licenses made by Pledgor in favor of Lender, and all other similar documents relating to licenses executed by Pledgor in connection with the Loan Documents.

<u>"Pledgor"</u> shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, sublicense, franchise, subfranchise, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral, including "proceeds" as defined at UCC Section 9-102 (whether in the form of goods, money, instruments, chattel paper, documents, accounts, deposit accounts, investment property, insurance, general intangibles, rights to proceeds of written letters of credit or otherwise), all insurance proceeds and all proceeds of proceeds. Proceeds shall also include: (i) any and all accounts, chattel paper, instruments, license fees, franchise fees, management fees, distributorship fees, royalties, required or permissible product purchase payments, general intangibles, cash and other proceeds, payable to or for the account of Pledgor, from time to time in respect of any of the Collateral and/or Pledgor's Business; (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Pledgor from time to time with respect to any of the Collateral; (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Person acting under color of governmental authority; and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Trade Secret Collateral" has the meaning set forth in Section 2.

"Trade Secrets" has the meaning set forth in Section 2.

"Trademark Collateral" has the meaning set forth in Section 2,

"Trademarks" has the meaning set forth in Section 2.

"<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of California.

"<u>United States</u>" and <u>U.S.</u> each mean the United States of America.

- (b) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (c) Interpretation. In this Agreement, except to the extent the context otherwise requires: (i) any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (v) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto; (vi) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to; and (vii) any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.
- <u>Security Interest</u>. To secure the Obligations (as defined in Section 3 below), Pledgor does hereby irrevocably pledge, assign and grant to Lender a security interest in all of Pledgor's worldwide right, title and interest in and to all of the following property, now adopted, used, registered, unregistered, owned or hereafter acquired or created (collectively, the "Collateral"):
- (a) Trademark Collateral. (i) All common law, state, federal and internationally registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the Business or otherwise, together with and including all licenses therefor held by Pledgor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in

Pledgor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) not otherwise described herein and all of the goodwill of Pledgor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

- (b) Trade Secret Collateral. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Pledgor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "Trade Secrets"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").
- (c) <u>Copyright Collateral.</u> (i) All published and unpublished works of authorship that Pledgor owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Pledgor or by its employees, independent contractors, third parties or acquired by Pledgor, all of Pledgor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright

registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Pledgor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

(d) <u>Patent Collateral</u>. (i) All patents and patent applications (including, without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Pledgor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, divisions, continuations, continuations-in-part, renewals, extensions, re-examinations, supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced to practice or developed alone or jointly with others), and together with and including all patent licenses held by Pledgor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise

agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

- Obligations Secured. This Agreement and the security interest granted by this Agreement secure (in such order of priority as Lender may determine, in its sole discretion) the payment, performance, observance and satisfaction by Pledgor of all of its obligations under all of the following and all modifications, amendments, renewals, replacements and extensions of each of them (collectively, the "Obligations"): (a) the Loan Documents; (b) all obligations of Pledgor under the Pledgor Documents; (c) all amounts that Lender may advance or spend for the maintenance or preservation of the Collateral, and any other expenditures that Lender may make pursuant to the provisions of this Agreement or for the benefit of Pledgor; and (d) any of the foregoing that arises after the filing of a petition by or against Pledgor pursuant to the United States Bankruptcy Code, even if the Obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.
- Further Assurances; Appointment of Lender As Attorney-In-Fact. Pledgor, at its expense, shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender may reasonably request from time to time, in order to evidence, protect, maintain, perfect or continue the security interest of Lender in the Collateral, to effectuate or enforce the rights granted to Lender hereunder, or to otherwise carry out the purposes and intent of this Agreement. Without limiting the foregoing, Pledgor authorizes Lender to file financing statements and such other instruments as may be necessary or desirable to perfect security interests created hereby in all states, counties and other jurisdictions as Lender may elect, without Pledgor's signature if permitted by law, describing the Collateral. Pledgor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact with full power of substitution in the place and stead of Pledgor and in the name of Pledgor, Lender or otherwise, from time to time in Lender's discretion to do the following: (a) to sign or endorse the name of Pledgor on all or any of such documents or instruments and perform all other acts that Lender reasonably deems necessary or advisable in order to perfect or continue perfection, maintain the priority or enforceability of or provide notice of Lender's security interest in the Collateral; (b) to execute any and all other applications, documents and instruments and to perform any and all acts and things for and on behalf of Pledgor, which Lender may reasonably deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (i) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (ii) to assert or retain any rights under any license, distribution or franchise agreement for or with respect to any of the Collateral and (iii) to execute any and all applications, documents, papers and instruments for Lender to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey

or otherwise transfer title in or dispose of the Collateral; and (c) to take any other actions with respect to the Collateral, consistent with the terms of this Agreement, as Lender deems reasonably necessary or in the best interest of Lender. The power of attorney set forth in this Section 4 is coupled with an interest and is irrevocable so long as this Agreement shall be in effect. Pledgor hereby ratifies all that Lender shall lawfully do or cause to be done by virtue hereof.

- 5 <u>Covenants</u>. Pledgor covenants and agrees that, to the best of its ability, as long as this Agreement shall be in effect:
- Pledgor shall use commercially reasonable efforts to (i) actively police and defend the Collateral, file and prosecute lawsuits, interference, opposition and cancellation proceedings, and take such other actions as necessary to protect the strength of and rights in the Collateral, (ii) protect, defend and maintain the validity and enforceability of the Collateral, (iii) ascertain or discover any infringements or violations of the Collateral and promptly advise Lender in writing of any infringements or violations detected, and (iv) not allow any Collateral to be abandoned, forfeited or dedicated to the public without the consent of Lender which shall not be unreasonably withheld; provided, however, Pledgor may abandon and/or forfeit any application, filing and/or registration in any foreign (non-United States) jurisdiction but only after Pledgor has reasonably determined that such abandonment and/or forfeiture will not result in a Material Adverse Effect. Lender shall have the right, but not the obligation, to take, at Pledgor's sole expense, in its own name or in Pledgor's name or in the names of the parties jointly any actions that Pledgor is required to take under this section or other provisions of this Agreement, but which Pledgor fails to take. Pledgor shall prosecute any infringement or violation of the Collateral to protect the Collateral as required by this Agreement, giving due consideration to value, importance, cost and opinion of counsel as to such action. If Pledgor decides not to prosecute an infringement or violation of the Collateral, Pledgor shall promptly notify Lender in writing explaining the facts and reasons why Pledgor has decided not to pursue such infringement or violation. If Lender reasonably determines that such infringement or violation must be prosecuted in order to protect Lender's interest in the Collateral, Lender shall so notify Pledgor in writing and Pledgor shall thereafter promptly prosecute such infringement or violation at Pledgor's expense;
- (b) Pledgor shall promptly, upon its becoming aware thereof, notify Lender in writing of the existence or receipt of (i) any claim, dispute, lawsuit, arbitration, opposition, cancellation or interference proceeding, or other proceeding that in any way involves or relates to any of the Collateral, (ii) any adverse determination in or with respect to any of the pending or future applications for registration or registrations of any of the Collateral, and/or (iii) any adverse determination in or with respect to any lawsuits or other proceedings regarding the Collateral or regarding Pledgor's claim of ownership in or right to use any of the Collateral; Pledgor shall promptly provide to Lender any information with respect thereto required from time to time by Lender;

- (c) Pledgor shall renew, preserve and maintain all Patents, Trademarks, Copyrights, Trade Secrets and other Collateral in a reasonable and timely manner, including without limitation filing all required affidavits and other documents and paying all necessary maintenance and other fees; provided, however, Pledgor may forego renewal, preservation and/or maintenance of any of the foregoing in any foreign (non-United States) jurisdiction but only after Pledgor has reasonably determined that such abandonment and/or forfeiture will not result in a Material Adverse Effect.
- (d) Pledgor shall not sell, pledge, encumber, lien, hypothecate, assign, license, franchise, distribute or otherwise dispose of any rights in any of the Patents, Trademarks, Copyrights, Trade Secrets or other Collateral to any third party, in the U.S. or internationally, without the express, written consent of Lender, which consent shall not be unreasonably withheld by Lender;
- (e) Lender shall have no obligation or responsibility to preserve, protect or defend the Collateral and Pledgor shall at its own expense protect, defend and maintain the same as required by this Agreement or specifically by Lender from time to time in its sole discretion;
- (f) Pledgor shall use commercially reasonable efforts to prosecute diligently any Patent, Copyright, Trademark or other intellectual property application pending as of the date hereof or hereafter. Pledgor shall notify Lender in writing of any such applications filed and/or registrations received for any of the Patents, Trademarks, Copyrights or other Collateral, and the parties shall amend this Agreement, any assignments, UCC-1 Financing Statements, Memorandum of Security Agreement or other document to reflect such applications and registrations. Pledgor shall diligently file and prosecute applications for registration for all major variations and improvements to the Trademarks, Copyrights and Patents, including derivative and collective marks and works upon their adoption and use;
- (g) Pledgor shall employ notices and proprietary markings in compliance with applicable legal requirements or as permitted to maximize the protection and enforcement of the Collateral;
- (h) If Pledgor fails to comply with any of its covenants or agreements herein, Lender may do so in Pledgor's name or in Lender's name, at Pledgor's expense, and Pledgor shall reimburse Lender for all expenses, including reasonable attorney's fees and costs, incurred by Lender in protecting, defending and maintaining the Collateral;
- (i) Pledgor shall not enter into any agreement (for example, a license agreement, distribution agreement, joint development agreement, franchise agreement or work for hire agreement) that would allow actual or potential Collateral to become all or partly owned by any other Person, or that is inconsistent with Pledgor's obligations under this Agreement, without Lender's prior written consent;

- (j) Pledgor shall not take any action, or permit any action to be taken by others subject to its control, including licensees, joint venture partners, franchisees, vendors, or joint developers, or fail to take any action, if doing so or not doing so would impair the title to, or validity or enforceability of the Collateral and/or of Lender's interest in the Collateral;
- (k) Pledgor shall permit Lender, at any reasonable time, upon reasonable frequency, and upon reasonable prior written notice, to inspect Pledgor's premises and to examine Pledgor's books, records, operations, and use and protection of the Patents, Trademarks, Copyrights, Trade Secrets and other Collateral, and permit Lender to make and retain copies of any of the Collateral and of such books and records in order to protect its interest in the Collateral;
- (l) Pledgor shall, promptly after executing this Agreement, to the extent not previously provided to Lender, provide to Lender a copy of the written agreements between Pledgor and the Existing Interest Holders;
- (m) Pledgor shall pay when due all taxes and assessments against the Collateral and all claims and demands arising from Pledgor's ownership or use of the Collateral, and will not cause or permit any Lien to be imposed on or to exist against the Collateral;
- (n) Pledgor shall make no change to its organization status or existence, state of incorporation, corporate identification number, or name, nor merge into or consolidate with any other Person, in each case without providing Lender at least thirty (30) days' prior written notice; and
- (o) Pledgor shall, with respect to Collateral consisting of rights in or under agreements, contracts, accounts, instruments, leases, permits, licenses, franchises, and the like, now existing or hereafter acquired or entered into, including any license agreements made by Pledgor (collectively, "Third Party Agreements") do the following:
  - (i) except with respect to Third Party Agreements of inconsequential value, the breach or loss of which could have no material adverse effect on Pledgor, the Business or any of the remaining Collateral, Pledgor will, at its sole cost and expense (a) perform and satisfy every obligation and condition of the Third Party Agreements to be performed or satisfied by Pledgor; (b) give prompt notice to Lender of any notice of default given or received by Pledgor under any Third Party Agreements, together with a copy of any such notice of default; (c) enforce, short of termination, the performance and satisfaction of every obligation and condition of the Third Party Agreements to be performed or satisfied by the other parties to the Third Party Agreements; and (d) appear in and defend any action arising from or relating to the Third Party Agreements or the obligations of any party under any Third Party Agreement;

- (ii) except with respect to Third Party Agreements of inconsequential value, the breach or loss of which could have no material adverse effect on Pledgor, the Business or any of the remaining Collateral, Pledgor will not, without Lender's prior written consent, take any action to (a) terminate or amend any Third Party Agreements; (b) waive or release the parties to any Third Party Agreements from any obligation or condition to be performed or satisfied by such parties; (c) assign, transfer, pledge or otherwise encumber any of its rights in any Third Party Agreements, absolutely or for security; or (d) revoke or countermand, or attempt or purport to revoke or countermand, the irrevocable authorizations and instructions set forth in Subsection (iii) below. Any such purported action by Pledgor without Lender's prior written consent will be void and will constitute a default under this Agreement;
- (iii) Pledgor hereby irrevocably authorizes and instructs every present and future party under every Third Party Agreement, upon demand by Lender, to pay and perform all of such party's obligations directly and only to Lender, to recognize and accept Lender as the holder of all of Pledgor's rights and benefits under the Third Party Agreement for all purposes, and to accept any payment or performance by Lender of Pledgor's obligations under the Third Party Agreement that Lender may elect to tender. No such party shall have any duty to investigate the validity or accuracy of any such demand by Lender. Each such party shall be relieved of any liability to Pledgor for payment or performance under a Third Party Agreement to the extent that such party has paid or performed to Lender, pursuant to demand of Lender, even if it is later determined that Lender's demand for payment or performance was invalid. Lender shall have the right at any time to enforce Pledgor's rights against every present and future party under every Third Party Agreement (including without limitation the account debtors and obligors); and
- (iv) Lender is not obligated to perform any obligations of Pledgor under any Third Party Agreement unless Lender so elects, and Pledgor shall remain liable under every Third Party Agreement to the same extent as if this Agreement had not been executed. The exercise by Lender of any rights and remedies under this Agreement shall not release Pledgor from any of its duties or obligations under any Third Party Agreement.
- 6 Representations and Warranties. Pledgor represents, warrants and covenants, to the best of its knowledge, that now and in the future during the pendency of this Agreement and until the Obligations are satisfied in full as follows:
- (a) Schedule "A" sets forth a true, correct and complete list of all of the existing Trademarks, Copyrights and Patents that are registered or for which any application for registration has been filed with the PTO or any corresponding or similar office of any other jurisdiction and that are owned and used by Pledgor, in whole or in part;

- (b) Schedule "B" which sets forth the Existing Interests and Existing Interest Holders, sets forth a true, correct and complete list of all Existing Interest Holders to whom Pledgor has pledged, licensed, franchised or distributed any of the Collateral and all of the agreements giving rise to the Existing Interests;
- (c) The Collateral and all portions thereof is subsisting, has not been adjudged invalid or unenforceable in whole or in part, is not currently being challenged in any way, and there are no pending or threatened claims, litigation, proceedings or other investigations regarding any of the Collateral. Except as otherwise disclosed to Lender in writing prior to the date of this Agreement, none of the Collateral has lapsed or expired or been abandoned or allowed to fall into the public domain;
- (d) All maintenance, renewal and other fees required to be paid on account of any Collateral have been timely paid for maintaining such Collateral in force, and all affidavits of use required to be filed with respect to any Trademarks have been timely filed to maintain such Trademarks in force;
- (e) Pledgor owns the entire worldwide right, title and interest in and to the Collateral and each portion thereof free and clear of any Liens and rights of others, except for the Liens and rights granted by Pledgor pursuant to this Agreement and the Existing Interests of the Existing Interest Holders (provided Lender's security interest in the Collateral is senior in priority to the Existing Interests); and each such license, franchise or distribution agreement giving rise to the Existing Interests is in full force and effect, and other than parties to such license, franchise or distribution agreements, to Pledgor's knowledge, no other Person has any rights to or in any of the Collateral;
- (f) Pledgor has the unqualified right, power and authority to pledge and grant to Lender a first priority security interest in all of the Collateral, and execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained; this Agreement has been fully authorized, executed and delivered, and constitutes a legal, valid and binding agreement of Pledgor enforceable in accordance with its terms; and the execution, delivery and performance by Pledgor of this Agreement do not violate any provision of law or the articles of incorporation or bylaws of Pledgor or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which Pledgor is a party or by which Pledgor may be bound;
- (g) Pledgor has continually used in commerce all Trademarks once use of such has commenced;
- (h) Pledgor has in place a commercially reasonable system to protect its Trade Secrets. Pledgor has taken and will continue to take all commercially reasonable steps to protect the confidentiality of all Trade Secrets;

- (i) Neither Pledgor nor any of the Existing Interest Holders are in breach or default of any of the Third Party Agreements and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit the termination or modification of any of the Third Party Agreements;
- (j) Pledgor has not transferred, pledged or otherwise encumbered any of its rights or interests in or under any of the Third Party Agreements;
- (k) Pledgor, the Collateral, and products sold or services rendered by Pledgor, and/or any processes used by Pledgor in its Business do not infringe or violate any third party's intellectual property rights, and no claim has been made that the use of any of the Collateral or any products or services incorporating any of the Collateral constitutes an infringement or violation of any third party's intellectual property rights. Pledgor has not engaged in any conduct that would constitute unfair competition, unfair trade practices, defamation or otherwise would conflict with another Person's intellectual property rights or other rights. To Pledgor's knowledge, no third parties are infringing upon or violating any of the rights in any of the Collateral;
- (1) Schedule "A" sets forth a true, accurate and complete list of all material technologies and proprietary rights of Pledgor that are necessary to operate Pledgor's Business;
- (m) Pledgor has not agreed with any other Person not to sue or otherwise enforce any legal or equitable rights regarding the Collateral; and
- (n) Pledgor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Pledgor all rights in and to any Collateral in which Pledgor has or may subsequently acquire any right or interest.
- Pevent of Default. It shall be an "Event of Default" hereunder if Pledgor fails to pay or perform any Obligations due under the Note. Loan Agreement or other Loan Documents, or to perform or comply with any of the provisions of this Agreement, or if any representation or warranty made herein shall be false or misleading in any material respect, or if an "Event of Default" shall exist under and as defined in any one or more of the Loan Documents. Pledgor expressly acknowledges and agrees that this Section 7 is intended to and does hereby cross-default this Agreement with the Pledgor's obligations under the Loan Documents, such that the occurrence of any Event of Default under any one or more of the Loan Documents shall constitute an immediate Event of Default hereunder. The Note secured by this Agreement is payable upon demand. The right of Secured Party to make a demand under the Note is restricted by that certain Forbearance Agreement of even date herewith. No further notice or grace period other than that provided for in the Forbearance Agreement shall apply to enforcement of Secured Party's rights under this Agreement. The failure to pay all Obligations immediately and in full upon the making of a demand shall be deemed to be an Event of Default.

- Remedies. From and after the occurrence of an Event of Default, for so long as such Event of Default remains uncured, Lender shall have all rights and remedies available to it under this Agreement, under the Loan Documents and under applicable law (which rights and remedies are cumulative). Pledgor agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of the Collateral after default, pursuant to the UCC. Pledgor agrees that, in addition to its other rights, Lender shall at all times have such worldwide, royalty-free, exclusive, transferable, licenses (including the right to sublicense) for any Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies hereunder, including upon or after the occurrence of an Event of Default with respect to any assets of Pledgor in which Lender has a security interest, including Lender's rights to sell inventory, tooling, equipment or packaging which is owned or acquired by Pledgor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right, but not the obligation, to bring suit or to take such other action as Lender deems necessary or advisable, in the name of Pledgor or Lender, to enforce its rights under this Agreement or to enforce or protect any of the Collateral, in which event Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. Pledgor acknowledges and agrees that Lender may execute and acknowledge any and all such documents pursuant to the power of attorney granted to Lender hereunder but shall have no fiduciary duties to Pledgor thereunder to the maximum extent permitted by applicable law.
- Indemnity. Pledgor shall indemnify, defend and hold Lender and its officers, directors, employees, agents, and affiliates (collectively, the "Indemnitees" and individually an "Indemnitee") harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees are designated parties thereto) that may be imposed on, incurred by, or asserted against the Indemnitees, in any manner relating to or arising out of the Agreement or out of any undertaking or proceeding related to any of the transactions contemplated hereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs, and the fees and expenses of counsel (collectively, the "Indemnified Liabilities"); provided, however, that Pledgor shall have no obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the negligence or willful misconduct of that Indemnitee.

# 10 <u>Miscellaneous</u>.

(a) <u>Termination</u>. The security interest in the Collateral granted hereunder shall remain in full force and effect until the Obligations are satisfied in full and the Loan Documents and any commitment to extend any financial accommodation thereunder have been terminated. At such time, Lender shall, within five (5) business days, execute and deliver to

Pledgor, or to a third party upon Pledgor's instructions, for filing with the appropriate government entity in the U.S. or elsewhere and in each office in which any financing statement pertaining to the security interest granted hereby may have been filed: (i) documentation in accordance with the rules and regulations of such office, (ii) termination statements under the UCC, and (iii) any other documentation reasonably requested by Pledgor, all as may be necessary to release Lender's interest in the Collateral.

- (b) <u>Governing Law; Venue</u>. This Agreement will be construed, interpreted and enforced in accordance with federal law and the laws of the State of California without regard to the doctrine of conflicts of laws. Sole and proper venue for any rights arising under or related to this Agreement shall be in the County of San Diego, State of California.
- (c) <u>Entire Agreement</u>. This Agreement and that certain Security Agreement (Blanket) dated as of the date hereof, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (d) Dispute Resolution. Notwithstanding anything to the contrary in any of the Loan Documents, to the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning, arising out of or relating to the Note, the Loan or this Agreement (any "Claim"), THE PARTIES WAIVE ANY RIGHT EACH MAY OTHERWISE HAVE TO TRIAL BY JURY. In the event that the waiver of a jury trial set forth in the previous sentence is not enforceable in the forum in which a Claim is brought, the parties agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of any party, be determined by general judicial reference to a single referee pursuant to California Code of Civil Procedure section 638 or other similar law applicable to such forum. The parties' right to appeal from the decision of the referee shall be preserved pursuant to California Code of Civil Procedure section 644(a). The referee shall be a retired state or federal court judge. At the time of commencement of any action or proceeding, the party commencing such action shall file concurrently with the complaint or petition a list nominating three qualified referees. Failure to file such a list concurrently with the complaint or petition shall be deemed a waiver of the right to nominate a referee. The remaining parties named in the complaint or petition may file, before or concurrently with filing a response to the complaint or petition, a consent to appointment of a previously nominated referee, or a list nominating up to three qualified referees who have not been previously nominated. If the parties cannot agree to appoint one of the nominated referees, the court in which the complaint or petition was filed (the "Court") shall select a single referee from the list of nominees. Until a referee is appointed, the Court may decide all motions for emergency relief if it determines that emergency, ex parte relief is appropriate. This provision for reference may not be deemed waived by seeking emergency relief prior to the appointment of a referee. Nothing in this paragraph shall limit the right of any

party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies all as permitted by applicable law. The parties shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. **THE PARTIES ACKNOWLEDGE THAT IF A REFEREE IS SELECTED TO DETERMINE THE CLAIMS, THEN THE CLAIMS WILL NOT BE DECIDED BY A JURY.** 

(e) Notices All notices, demands, or other communications given in relation to this Agreement (including without implied limitation foreclosure notices) shall be in writing and may be personally delivered to the recipient or transmitted via one or more of the following means: (i) United States First Class, Priority or Certified Mail, postage prepaid, in which case such notice shall be deemed received three business days after its postmark; (ii) Federal Express overnight delivery, in which case such notice shall be deemed received on the date of delivery, without the necessity of signature by the recipient, according to the business records of Federal Express which shall be conclusive as to the fact of delivery; or (iii) email, in which case such notice shall be deemed received on the date of transmission, without the necessity of a "read receipt" or similar confirmation. The date of receipt of each notice shall be deemed to be the earliest date provided for above depending the mode(s) of transmission. Each transmission shall be to the most recent address (for the selected mode of transmission) known to the sender, and to the address(es) for the recipient, if any, (for the selected mode of transmission) set forth below:

If to Lender: Vindrauga Corporation

Attn: James Wade

1565 Hotel Circle South. Suite 310

San Diego, CA 92108 Email: jwade@daca4.com

With a copy

(not constituting notice) to: Dean T. Kirby, Jr.

Kirby & McGuinn, A P.C. 707 Broadway, Suite 1750 dkirby@kirbymac.com

If to Borrower Ridge Diagnostics, Inc.

Attn: Lonna J. Williams

4225 Executive Square, Suite 600

La Jolla, California 92037

Email: lwilliams@ridgedx.com

With a copy

(not constituting notice) to: Harry J. Proctor

Solomon Ward Seidenwurm & Smith, LLP

401 B Street. Suite 1200 San Diego, CA 92101

Email: hproctor@swsslaw.com

- (f) <u>Costs and Expenses</u>. Pledgor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the preparation, execution, enforcement, modification and collection of this Agreement. Lender may hire or pay someone else to help collect the Obligations and to enforce this Agreement, and Pledgor shall pay the costs and expenses of such collection and enforcement. Costs and expenses include Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Pledgor also shall pay all court costs and such additional fees as may be directed by the court.
- (g) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- (h) <u>Successors and Assigns</u>. All covenants and agreements contained by or on behalf of Pledgor shall bind Pledgor's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Pledgor shall not, however, have the right to assign Pledgor's rights under this Agreement or any interest therein, without the prior written consent of Lender.

- (i) <u>Survival.</u> Pledgor understands and agrees that in making the Loan and other financial accommodations set forth in the Loan Documents, Lender is relying on all representations, warranties, and covenants made by Pledgor in this Agreement or in any certificate or other instrument delivered by Pledgor to Lender under this Agreement. Pledgor further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and other financial accommodations set forth in the Loan Documents, shall be continuing in nature, and shall remain in full force and effect until such time as all Obligations shall be paid and satisfied in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.
- (j) <u>Time is of the Essence</u>. Time is of the essence in the performance of this Agreement.
- (k) <u>Waiver</u>. Lender shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender nor any course of dealing between Lender and Pledgor shall constitute a waiver of any of Lender's rights or Pledgor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.
- (l) <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, all of which collectively shall constitute one and the same agreement. Execution of a signature page and transmission to one of the parties hereto, or to legal counsel for one of the parties, by facsimile or email be deemed to be execution and delivery of the latest version of that Agreement

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received by that party for execution, as if executed and delivered in its entirety and with all exhibits attached. IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

LENDER:

VINDRAUGA CORPORATION a California corporation

James R. Wade Its President PLEDGOR:

RIDGE DIAGNOSTICS, INC. a Delaware corporation

LWILGams

Lonna J. Williams

Its CEO

Ridge Diagnost		**CONFIDEN	TIAL**					
Schedule A to I		Agrt						
As at 25 May 20	15 							
F&R Ref.	Country	Serial No.	Filing Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Status
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		nent Chip and System						
20436-0004P01	US	60/748,824 12/805,950	9-Dec-2005	-		0.076.050	- 16 2305 605 4	Expired (converted to PCT)
20436-0004US1 20436-0004WO1	WIPO	PCT/US2006/047244	19-Dec-2008 11-Dec-2006	2010-0144052 WO 2007/067819	10-Dec-2010 14-Jun-2007	8,673,650 -	18-Mar-2014	Expired (national phase)
	J O	1. 0.7.002.000,017.211	111 200 2000	1.00 2007/007010	1	1		Expired (Indiana Prideo)
Molecular Interacti 20436-0005P01	<b>on Detectio</b>  US	n Chip and Fabrication Pi  60/784,322	rocess  21-Mar-2006	-	-	-	-	Expired (converted to PCT (0004WO1))
Precision Molecule	Interaction	Measurement System an	nd Method					
20436-0006P01	US	60/796,585	1-May-2006		-			Expired (converted to PCT (0004WO1))
A		al Maria Maria Barras						
Quantitative Diagn 20436-0007001	ostic Metro US	ds Using Multiple Parame  117850,550	sters   5-Sep-2007	-		8.158,374	17-Apr-2012	Issued
20436-0007002	US	10/446,382	13-Apr-8012	2012-0289499	15-Nov-2012		28-May-2013	Issued
20436-0007003	US	18/903,346	28-May-2013	2014-0135224	15-May-2014			Pending
20436-0007P01	US	60/824,471	5-Sep-2006	-	-	-	-	Expired (converted to utility)
Diagnostics with n 20436-0008P01	iultiple para  US	meters -algorithm and mo	ethods  5-Apr-2007	-	-	-	-	Expired (converted to utility (0007001))
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29436-0009CA1	Canada	2717768	4-Mar-2009			-		Plending
20486-0009GN1 20486-0009EP1	China Europe	200980115931.8 9717234	4-Mar-2009 4-Mar-2009	CN10203755A 2029260	27-Apr-2011 8-Jun-2011	-	-	Pending Pending
20436-0009JP1	Japan	2010-549863	4-Mar-2009	2011-518318	23-Jun-2011	5,663,314	12-Dec-2014	Issued
20436-0009US1	US	12/921,349	4-Mar-2009	2011-0245092	6-Oct-2011	-		Abandoned
20436-0011P01	US	ers Based on Hypothalan  61/033,731	nic-Pituitary-Adro  4-Mar-2008	enal (HPA) Axis Bio   -	markers   -	-	-	Expired (converted to PCT (0009WO1)
Inflammatory Biom 20436-0012P01								
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20436-0012EF1 20436-0012EF1 20436-0012EF1 20436-0012UF1 20436-0012US1 Human Biomarker 20436-0013P01 20436-0013W01 20436-0013W01 20436-0013CN1 20436-0013CN1	WIPO Correda China Europe Hong Kong Japan US  Hypermapp US US WIPO Canada China Europe	61/036,013 PCT/US2009/036833 2718273 200930116135.1 9718968.3 11107199.1 2010-550839 12/922,365 ing for Depressive Disorc 61/105,641 12/579,733 PCT/US2009/060895 2740706 200980147037.4	12-Mar-2008 11-Mar-2009 11-Oct-2009 15-Oct-2009 15-Oct-2009 15-Oct-2009 15-Oct-2009 15-Oct-2009	ON 102616907A 2272644 1156282 2011-520096 2011-0269633 2010-0100333 WO 2007/030475 CN 102257157A	13-Apt-2011 12-Jan-2011 12-Jan-2012 14-Jul-2011 3-Nov-2011 22-Apr-2010 15-Mar-2007 23-Nov-2011	5,658,571	5-Dec-2014 	Expired (national phase) Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned  Expired (national phase) Pending Abandoned Issued (Germany, France, Great Entrain) Abandoned
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20436-0012CN1 20436-0012EP1 20436-0012US1  Human:Biomarker 20436-0013P01 20436-0013P01 20436-0013W01 20436-0013CN1	WIPO Correda China Europe Highg Kong Japan US  Hypermapp US US WIPO Canada China Europe Hong Kong Japan	61/036,013 PCT/US2009/036833 2718273 200938116185.1 9718086.3 11107199.1 2010-550839 12/922,365  ing for Depressive Disort 61/105,641 12/579,733 PCT/US2009/060895 2740736 200980147037.4 9881274.9 12105066.4 2011-0503282	12-Mar-2008 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Oct-2008 11-Oct-2009	- CN 102016907A 2272644 1150282 2011-520905 2011-0269633 WO 2007/030475 CN 102257157A 2087898 1164379 2012-50605-3	13-Apr-2011 12-Jan-2011 20-Mar-2012 14-Jul-2011 3-Nov-2011 22-Apr-2010 15-Mar-2007 23-Nov-2011 29-Jul-2011 21-Sep-2012 8-Mar-2012	5,658,571 	5-Dec-2014 	Expired (national phase) Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned  Expired (national phase) Fending Abandoned Issued (Remiany, Francs, Great Entern) Abandoned Issued (Remiany) Abandoned Issued (Remiany) Abandoned Issued (Remiany) Abandoned Issued (Remiany)
20436-0012EF1 20436-0012EF1 20436-0012EF1 20436-0012US1  Human Biomarker 20436-0013U01	WIPO Corrada China Europe Hong Kong Japan US  Hypermapp US  WIPO Canada China Europe Hong Kong Japan  Europe US  Europe US	61/036,013 PCT/US2009/036833 2718273 200380116135.1 9718868.3 11107199.1 2010-550839 12/922,365  Ing for Depressive Disorce 61/105,641 12/579,733 PCT/US2009/060895 2740708 200980147037.4 9881274.9 12105066.4 2011-0802282  Indrome and HPA Axis Bio 61/115,710 12/620,831 13/892,714	12-Mar-2008 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 15-Oct-2008 15-Oct-2009	ON 102616907A 2272644 1150282 2011-9269633  2010-0100333 WO 2007/030475 CN 102257157A 2037886 1164379 2012-506053  nitoring:Major Depr 2019-0136700	13-Apr-2011 12-Jen-2011 12-Jen-2011 22-Apr-2010 15-Mar-2007 23-Nov-2011 21-Sep-2012 8-Mar-2012	5,858,571 	5-Dec-2014 	Expired (national phase) Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned Expired (national phase) Pending Abandoned Issued (Remany, France, Great Entain) Abandoned Issued Expired (converted to PCT and utility) Abandoned Issued Abandoned
20436-0012CN1 20436-0012EP1 20436-0012US1  Human:Biomarker 20436-0013P01 20436-0013P01 20436-0013W01 20436-0013CN1	WIPO Correda China Europe Highg Kong Japan US  Hypermapp US US WIPO Canada China Europe Hong Kong Japan	61/036,013 PCT/US2009/036833 2718273 200938116185.1 9718086.3 11107199.1 2010-550839 12/922,365  ing for Depressive Disort 61/105,641 12/579,733 PCT/US2009/060895 2740736 200980147037.4 9881274.9 12105066.4 2011-0503282	12-Mar-2008 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 15-Oct-2009	ON 102616907A 2272644 1150282 2011-520098 2011-0269633 WO 2007/030475 CN 102257157A 2037889 1164379 2012-506053	13-Apr-2011 12-Jan-2011 12-Jan-2012 14-Jul-2011 3-Nov-2011 22-Apr-2010 15-Mar-2007 - 23-Nov-2011 25-Jul-2011 21-Sep-2012 8-Mar-2012	5,858,571 	5-Dec-2014 	Expired (national phase) Pending Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned Expired (national phase) Pending Abandoned Issued (Remiany, Francs, Great Britain) Abandoned Issued (Remiany) Abandoned Issued (Remiany) Abandoned Issued
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20436-0012CN1 20436-0012EP1 20436-0012EP1 20436-0012US1  Human Biomarker 20436-0013P01 20436-0013W01 20436-0013W01 20436-0013W01 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0014W1 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01	WIPO Correcte China Europe Hong Kong Japan US  Hypermapp US US WIPO Canada China Europe Hong Kong Japan US US WIPO Canada China Europe US	61/036,013 PCT/US2009/036833 2718273 260936116185.1 9718988.3 11107199.1 2610-550839 12/922,365  ing for Depressive Disorce 61/105,641 12/579,733 PCT/US2009/060895 2740706 200980147037.4 9881274.9 12105066.4 2011-0506982  indrome and HPA Axis Bio 61/115,710 12/620,831 13/892,714 PCT/US2009/064967 2744151 200980163799.5	12-Mar-2008 11-Mar-2009 11-Oct-2009 11-Oct	CN 102616907A 2272644 1150282 2011-52098 2011-52098 2011-0269633  WO 2007/030475  CN 102257157A 2037889 1164379 2012-506053  nitoring Major Depr 2010-0136700  WO 2010/059709  CN 102601234A 2056453	13-Apr-2011 12-Jan-2011 12-Jan-2011 23-Man-2012 14-Jut-2011 3-Nov-2011 22-Apr-2010 15-Mar-2007 23-Nov-2011 29-Jun-2010 21-Sep-2012 8-Man-2010 27-May-2010 27-May-2010 28-Dec-2011 17-Aug-2011	5,658,671 	5-Dec-2014 	Expired (national phase) Pending Pending Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned Expired (national phase) Pending Abandoned Issued (Germany, France, Great Entain) Abandoned Issued Expired (converted to PCT and utility) Issued Abandoned Expired (converted to PCT and utility) Issued Abandoned Expired (converted to PCT and utility) Issued Abandoned Expired (national phase) Pending Allowed Pending
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20436-0012CN1 20436-0012EP1 20436-0012EP1 20436-0012US1  Human Biomarker 20436-0013P01 20436-0013W01 20436-0013W01 20436-0013W01 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0013W1 20436-0014W1 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01	WIPO Correcte China Europe Hong Kong Japan US  Hypermapp US US WIPO Canada China Europe Hong Kong Japan US US WIPO Canada China Europe US	61/036,013 PCT/US2009/036833 2718273 260936116185.1 9718988.3 11107199.1 2610-550839 12/922,365  ing for Depressive Disorce 61/105,641 12/579,733 PCT/US2009/060895 2740706 200980147037.4 9881274.9 12105066.4 2011-0506982  indrome and HPA Axis Bio 61/115,710 12/620,831 13/892,714 PCT/US2009/064967 2744151 200980163799.5	12-Mar-2008 11-Mar-2009 11-Oct-2009 11-Oct	CN 102616907A 2272644 1150282 2011-52098 2011-52098 2011-0269633  WO 2007/030475  CN 102257157A 2037889 1164379 2012-506053  nitoring Major Depr 2010-0136700  WO 2010/059709  CN 102601234A 2056453	13-Apr-2011 12-Jan-2011 12-Jan-2011 23-Man-2012 14-Jut-2011 3-Nov-2011 22-Apr-2010 15-Mar-2007 23-Nov-2011 29-Jun-2010 21-Sep-2012 8-Man-2010 27-May-2010 27-May-2010 28-Dec-2011 17-Aug-2011	5,658,571 - - - - - - - - - - - - - - - - - - -	5-Dec-2014 	Expired (national phase) Pending Pending Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned Expired (national phase) Pending Abandoned Issued (Germany, France, Great Entain) Abandoned Issued Expired (converted to PCT and utility) Issued Abandoned Expired (converted to PCT and utility) Issued Abandoned Expired (converted to PCT and utility) Issued Abandoned Expired (national phase) Pending Allowed Pending
20436-0012EF1 20436-0012EF1 20436-0012EF1 20436-0012EF1 20436-0012US1  Human Biomarker 20436-0013P01 20436-0013WO1 20436-0014WO1	WIPO Correcte China Europe Hong Kong Japan US  Hypermapp US US WIPO Canada China Europe Hong Kong Japan  etabolic Syl US WIPO Correcte US US WIPO Correcte US W	61/036,013 PCT/US2009/036833 2718273 200936116135.1 9718988.3 11167199.1 2010-559839 12/922,365  ing for Depressive Disorce 61/105,641 12/579,733 PCT/US2009/060895 2740706 200980147037.4 9851274.9 12105066.4 2011-0802682  indrome and HPA Axis Bid 61/115,710 12/629,831 13/892,714 PCT/US2009/064967 2744151 200980153799.5 9868159.5 12105044.8 2011-587577	12-Mar-2008 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 11-Mar-2009 15-Oct-2009	CN 102616907A 2272644 1150282 2011-520098 2011-520098 2011-0269633 WO 2007/030475 CN 102257157A 2037898 1164379 2012-506053  nitoring Major Depr 2010-0136700 CN 10205709 CN 102061234A 2058453 1185864 2012-509480	13-Apr-2011 12-Jan-2011 12-Jan-2011 20-Man-2012 14-Jul-2011 3-Nov-2011 22-Apr-2010 15-Mar-2007 23-Nov-2011 25-Jun-2010 23-Mar-2012 27-May-2010 23-Dec-2011 17-Aug-2011 5-Oct-2012	5,658,571 - - - - - - - - - - - - - - - - - - -	5-Dec-2014	Expired (national phase) Pending Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned  Expired (national phase) Pending Abandoned Issued (Remany, Francs, Great Entain) Abandoned Issued  Expired (converted to PCT and utility) Issued Abandoned Expired (converted to PCT and utility) Issued Abandoned Expired (national phase) Pending Allowed Pending Pending Pending
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20436-0012EF1 20436-0012EF1 20436-0012EF1 20436-0012US1  Human Biomarker 20436-0013P01 20436-0013P01 20436-0013W01 20436-0013W01 20436-0013W1 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W01 20436-0014W1 20436-0015W1	WIPO Correcte China Europe Hong Kong Japan US  WIPO Canada China Europe Hong Kong Japan US  WIPO Canada China Europe Hong Kong Japan US	61/036,013 PCT/US2009/036833 2718273 200380116185.1 9718058.3 11107199.1 2010-550839 12/922,365  ing for Depressive Disorc 61/105,641 12/579,733 PCT/US2009/060895 2740706 200980147037.4 9881274.9 12105066.4 2011-0502622  indrome and HPA Axis Bic 61/115,710 12/620,831 13/892,714 PCT/US2009/064967 2744151 200880153789.5 9888159.5 12106844.8 2011-537577  ing and Monitoring Major I 61/298,443 13/014,413	12-Mar-2008 11-Mar-2009 11-Oct-2009 11-Nov-2009	CN 102616507A 2272644 1150282 2011-52098 2011-52098 2011-0269633  WO 2007/030475  CN 102257157A 203788 1164379 2012-506053  nitoring Major Depr 2010-0136700  CN 102601234A 2050453 1185854 2012-503480  rder  2011-0213219	13-Apr-2011 12-Jan-2011 12-Jan-2011 23-Man-2012 14-Jut-2011 3-Nov-2011 2-Apr-2010 15-Mar-2007 23-Nov-2011 21-Sep-2012 8-Man-2012 8-Man-2010	5,658,571 	5-Dec-2014	Expired (national phase) Pending Pending Pending Pending Pending Pending Issued Abandoned  Expired (converted to PCT and utility) Abandoned Expired (national phase) Pending Abandoned Issued (Germany, France, Great Entain) Abandoned Issued Expired (converted to PCT and utility) Issued Abandoned Expired (national phase) Pending Abandoned Expired (national phase) Pending Allowed Pending Pending Pending Pending Expired (converted to PCT and utility) To be abandoned
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Ridge Diagnos		**CONFIDEN	ITIAL**					
Schedule A to		Agrt						
As at 25 May 2	015							
F&R Ref.	Country	Serial No.	Filing Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Status
20436-0015ON1	China	291180011737.8	86-Jan-2011	ON 102884428A	16-Jan-2013		-	Pending
20436-0015EP1	Europe	11787575.8	26-Jan-2011	2529222	5-Dec-2012	•		Pending
20436-0015JP1	Japan		26-Jan-2011	2013-518287	20-May-2013	-		Pending
		2012-551268						
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		atment of Neuropsychiat			ļ:::::::::::::::::::::::::::::::::::::	ļ.		
20436-0016P01	US	61/165,662	1-Apr-2009	-	-	-	-	Expired (converted to PCT and utility)
20436-0016001	US	12/753,022	1-Apr-2010	2010-0280760	4-Nov-2010	-	-	Abandoned
20436-0016WO1	WIPO	PCT/US2010/029720	1-Apr-2010	WO 2010/0115061	7-Oct-2010	-	-	Expired (national phase)
20436-0016CA1	Canada	2757518	1-Apr-2010					Plending
20438-0016CN1	China	201080022306.7	1-Apr-2010	CN 102483398A	30-May-2012			Pending
20436-0016EP1	Europe	10759446.7	1-Apr-2010	2414824	8-Feb-2012			Pending
20436-0016HK1	Hong Kong		1-Apr-2010	1171807	5-Apr-2013			Pending
20406-0016JP1	Japan Japan	2012-500781	1-Apr-2010	2012-522995	27-Sep-2012		9-Jan-2015	lesued
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	onitoring Tre	atment of Neuropsychiat						
20436-0017P01	US	61/166,986	6-Apr-2009	-	-	-	-	Expired (converted to PCT and utility)
20436-0017001	US	12/754,770	6-Apr-2010	2010-0280562	4-Nov-2010	-	-	Abandoned
20436-0017WO1	WIPO	PCT/US2010/030104	6-Apr-2010	WO 2010/118035	14-Oct-2010	-	-	Expired (national phase)
20436-0017GA1	Canada	2757659	6-Apr-2010					Pending
20436-0017QN1	Ohina	2010800252866.8	6-Apr-2010	ON 102469158A	16-May-2012			Pending
20436-0017EP1	Europe	10782304.8	6-Apr-2010	2417448	18-Feb-2012			Pending
						,	"	
20436-0017NK 20436-0017JP1	Japan	12111712.0 2012-504782	6-Apr-2010 6-Apr-2010	1171081 2012-523009	15-Mar-2013 27-Sep-2012	_	_	Pending Abandoned
20400 001701 1	oapan	2012 3047 02	07 pr 2010	2012 323003	27 OCP 2012			Noaridoried
Human Biomarke	r Test for Maj	or Depressive Disorder						
20436-0018P01	US	61/798,910	15-Mar-2013	-	-	-	-	Expired
20436-0018001	US	14/211.560	14-Mar-2014					Pending
20436-0018WO1	WIPO	PCT/US2014/027774	14-Mar-2014	-			-	Pending
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		atment of Neuropsychiat						E
20436-0020P01	US	61/420,141	6-Dec-2010	-	-	-	-	Expired (converted to PCT and utility)
20436-0020001	US	13/312,553	6-Dec-2011	2012-0178118	7/12/2012	-	-	Abandoned
20436-0020WO1	WIPO	PCT/US2011/063522	6-Dec-2011	-	-	-	-	Expired (national phase)
20436-0020CA1	Canada	2890616	1103-peG-3	-		-		Pending
20436-0020CN1	Ohina	201180066505.2	6-Dec-2011	•				Pending
20436-0020EP1	Europe	11846608-2	6-Dec-2011					Frending
20488-0029JP1	Japan	enknown	6-Dec-2011	-			-	Pending
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20406-0081001	US	14/154,989	14-Jan-2014	**	-			Pending
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Biomarkers and a	lgorithms for	ridentifying comorbid de	pression and ch	ronic pain				
20436-0032P01	Tus		2-Jul-2014				-	Pending
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20406-0033001	US	14/299,303	9-Jun-2014	**	-			Pending
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# **SCHEDULE "B"**

# List of Existing Interest Holders, Existing Interests and Third Party Agreements

PARTY	Address	PRINCIPAL AMOUNT
Vindrauga Corporation	1565 Hotel Circle, Ste 310 San Diego, CA 92108	\$2,570,000
Perry Renshaw	4358 East Laneview Court Salt Lake City, UT 84108	100,000
Hale BioPharma Ventures LLC	1042-B N. El Camino Real, Suite 430 Encinitas, CA 92024	50,000
Karen Klause	PO Box 768 Del Mar, CA 92014	50,000
Stolper Family Trust Dated June 3, 1988	1606 Clemson Circle La Jolla, CA 92037	150,000
Charles J. Cashion and Martha Diane Cashion, as Trustee UDT (Under Declaration of Trust) Dated July 27, 1988	11990 Adorno Place San Diego, CA 92128	25,000
Jeffrey P. Lysaught and Kathleen A. Lysaught trustees of the Lysaught Family Trust U/D/T dated 10/3/1990	8426 Santaluz Village Green East San Diego, CA 92127	16,619
The David Vandertie and Michelle Vandertie Revocable Trust dated December 19, 2000	651 Santa Camelia Drive Solana Beach, CA 92075	14,348
The Thomas P. O'Hara and Janice M. O'Hara Trust U/D/T Dated September 1, 1993	7118 Corintia Street Carlsbad, CA 92009	5,000
Michael E. Herman Revocable Trust	343 Beaver Dam Road Vail, CO 81657 Mail: 6201 Ward Pkwy. Kansas City, MO 64113	\$100,000

REES: 00553 FRAME: 1998 1 of 1

**RECORDED: 06/15/2015**