

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGENEX ACQUISITION, INC.		09/03/2015	CORPORATION: DELAWARE
IGENEX, INC.		09/03/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BALANCE POINT CAPITAL PARTNERS, L.P.		
Street Address:	8 CHURCH LANE		
Internal Address:	SUITE 200		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74489933	IGENEX	
Registration Number:	1940462	IGX	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	GRACE S. COLLINS		
Address Line 1:	150 FAYETTEVILLE STREET		
Address Line 2:	SUITE 2300		
Address Line 4:	RALEIGH, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	13348.6		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	09/03/2015		
Total Attachments: 9			

OP \$65.00 74489933

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of September 3, 2015, is entered into by IGeneX Acquisition, Inc., a Delaware corporation (“**Acquisition Co.**”), IGeneX, Inc., a California corporation (together with Acquisition Co., the “**Grantor**”), in favor of Balance Point Capital Partners, L.P., a Delaware limited partnership (“**Balance Point**”), as collateral agent (in such capacity and together with its successors and assigns, the “**Collateral Agent**”) for the ratable benefit of itself and the Purchasers from time to time party to that certain Note Purchase Agreement, dated as of the date hereof, by and among the Grantor, the other Borrowers from time to time party thereto, Balance Point, Balance Point Capital Partners II, L.P., a Delaware limited partnership, the other Purchasers from time to time party thereto, and the Collateral Agent (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “**Purchase Agreement**”).

RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, the Purchasers have agreed to purchase the Notes from the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the obligation of the Purchasers to purchase the Notes under the Purchase Agreement that the Grantors shall have executed and delivered this Agreement to the Collateral Agent for the ratable benefit of the Purchasers and the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Collateral Agent and the Purchasers to enter into the Purchase Agreement, the Grantors hereby agree with the Collateral Agent, for the ratable benefit of the Purchasers and the Collateral Agent, as follows:

1. Definitions. Except as otherwise expressly provided herein, capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement. In addition, in this Agreement, the following terms shall have the meanings set forth below:

- (a) “**Excluded Collateral**” has the meaning assigned to it in the Security Agreement.
- (b) “**Excluded ID Fish Rights**” has the meaning assigned to it in the Security Agreement.
- (c) “**ID Fish**” has the meaning assigned to it in the Security Agreement.
- (d) “**Patent**” and “**Patents**” means all of each Grantor’s right, title and interest in and to: (i) patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, including, without limitation, those listed on Exhibit A hereto, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all presently existing or hereafter arising or acquired rights corresponding to any of the foregoing throughout the world.
- (e) “**Security Interest**” has the meaning ascribed thereto in Section 2.
- (f) “**Trademark**” and “**Trademarks**” means all of the Grantor’s right, title and interest in and to: (i) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other

business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than Excluded Collateral) anywhere in the world, including, without limitation, those listed on Exhibit B hereto, (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all presently existing or hereafter arising or acquired rights corresponding to any of the foregoing (including the goodwill) throughout the world.

2. Security Interest. The Grantor hereby irrevocably pledges and assigns to, and grants the Collateral Agent, for the benefit of itself and the Purchasers, a security interest (the “**Security Interest**”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office or any similar office or agency of any foreign country, and any other applicable governmental body record this Agreement.

3. Representations, Warranties and Agreements. The Grantor represents, warrants and agrees as follows:

(a) Exhibit A accurately lists all issued Patents or Patent applications owned or controlled by the Grantor as of the date hereof, or to which the Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Grantor owns, controls or has a right to have assigned to it any such Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to such Patents, then the Grantor shall within thirty (30) days provide written notice to the Collateral Agent with a replacement Exhibit A, which upon acceptance by the Collateral Agent shall become part of this Agreement.

(b) Exhibit B accurately lists all Trademark registrations or applications owned or controlled by the Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Grantor owns or controls any such Trademarks not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks registrations or applications, then the Grantor shall within thirty (30) days provide written notice to the Collateral Agent with a replacement Exhibit B, which upon acceptance by the Collateral Agent shall become part of this Agreement.

(c) As of the date hereof, except for ID Fish (with respect to Excluded ID Fish Rights), no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Grantor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any Patents or Trademarks, except for Excluded ID Fish Rights, then the Grantor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Grantor; or (ii) notify the Collateral Agent of such item(s) and cause such Affiliate to execute and deliver to the Collateral Agent a patent and trademark security agreement substantially in the form of this Agreement.

(d) The Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Grantor (i) will have, at the time the Grantor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) Except as permitted in the Purchase Agreement, the Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the prior written consent of the Collateral Agent and the Required Purchasers.

(f) The Grantor will at its own expense protect, defend and maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Collateral Agent: (i) sufficient written notice, of at least thirty (30) days, to allow the Collateral Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) If the Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after the Collateral Agent gives the Grantor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Grantor notifies the Collateral Agent that it intends to abandon a Patent or Trademark, the Collateral Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Grantor (or, at the Collateral Agent's option, in the Collateral Agent's own name) and may (but need not) take any and all other actions which the Collateral Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

4. The Grantor's Use of the Patents and Trademarks. The Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and is continuing, which has not been waived in writing by the Collateral Agent and the Required Purchasers, subject to the Senior Lender Subordination Agreement.

5. Purchase Agreement. The Security Interest is granted in conjunction with the security interests granted to the Collateral Agent, on behalf of the Purchasers, pursuant to the Purchase Agreement and the other Note Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest are more fully set forth in the Purchase Agreement and the other Note Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Collateral Agent. A waiver signed by the Collateral Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Collateral Agent's or the Purchasers' rights or remedies. All rights and remedies of the Collateral Agent and the Purchasers shall be cumulative and may be exercised singularly or concurrently, at the Collateral Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Grantor under this Agreement shall be given in the manner and with the effect provided in the Purchase Agreement. The Collateral Agent and the Purchasers shall not be obligated to preserve any rights the Grantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of

application. This Agreement shall be binding upon and inure to the benefit of the Grantor, the Collateral Agent and the Purchasers and their respective participants, successors and assigns and shall take effect when signed by the Grantor and delivered to the Collateral Agent and the Purchasers, and the Grantor waives notice of the Collateral Agent's acceptance hereof. The Collateral Agent and the Purchasers may execute this Agreement if appropriate for the purpose of filing, but the failure of the Collateral Agent and/or the Purchasers to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. Subject to the immediately preceding sentence, this Agreement may be executed in any number of counterparts and delivered by facsimile or other electronic transmission, each of which when executed and delivered shall be deemed to be an original and all of which when taken together, shall constitute one and the same document. A carbon, photographic or other reproduction of this Agreement signed by the Grantor or of any financing statement authorized by the Grantor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE PROVISIONS OF THE PURCHASE AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, WAIVER OF JURY TRIAL AND VENUE ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

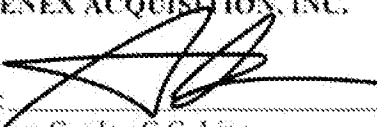
8. Subordination. Notwithstanding anything to the contrary stated in this Agreement, the rights of Collateral Agent and the Purchasers, and the obligations of the Grantor, under this Agreement are subject in all respects to the provisions set forth in the Senior Lender Subordination Agreement (if any), and the rights of the Senior Purchaser (if any) set forth therein. In the event of any conflict between the terms of the Senior Lender Subordination Agreement and this Agreement, the terms of the Senior Lender Subordination Agreement shall govern.

[Signature Pages Follow]

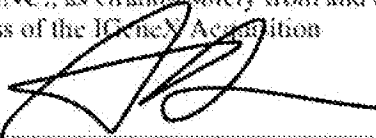
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

IGENEX ACQUISITION, INC.

By: 
Name: Gordon C.C. Liao
Title: Vice President

IGENEX, INC., as Grantor solely from and after the effectiveness of the IGenex Acquisition

By: 
Name: Gordon C.C. Liao
Title: Vice President

[Signature page to Patent and Trademark Security Agreement]

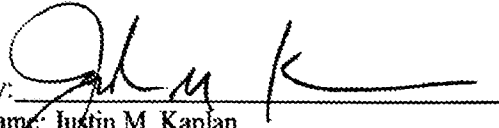
TRADEMARK

REEL: 005616 FRAME: 0601

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BALANCE POINT CAPITAL PARTNERS, L.P.,
in its capacity as Collateral Agent

By: Balance Point Capital Managers, LLC
Its: General Partner

By: 
Name: Justin M. Kaplan
Its: Authorized Representative

**EXHIBIT A
PATENTS**


Patent No.	Description	Country	Filing Date	Owner
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Austria	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Belgium	04-28-2010	IGeneX, Inc.
2,332,510	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Canada	07-26-2011	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Republic of Cyprus	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Denmark	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	European Patent Convention	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Finland	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	France	04-28-2010	IGeneX, Inc.
69942309.0-08	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Germany	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Greece	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Ireland	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Italy	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Liechtenstein	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Luxembourg	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION	Monaco	04-28-2010	IGeneX, Inc.

Patent No.	Description	Country	Filing Date	Owner
	METHOD FOR DETECTING TARGET NUCLEIC ACID			
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Netherlands	04-28-2010	IGeneX, Inc.
US99/11046	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	PCT	05-18-1999	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Portugal	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Spain	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Sweden	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	Switzerland	04-28-2010	IGeneX, Inc.
1 080 228	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	United Kingdom	04-28-2010	IGeneX, Inc.
6,165,723	IN SITU HYBRIDIZATION METHOD FOR DETECTING TARGET NUCLEIC ACID	U.S.	12-26-2000	IGeneX, Inc.

PATENT APPLICATIONS

Patent No.	Description	Country	Filing Date	Owner
10/222,947	ASSAY FOR DETECTION OF ANTIGEN IN BODILY FLUID	U.S.	08-16-2002	IGeneX, Inc.
PCT/US03/025793	ASSAY FOR DETECTION OF ANTIGEN IN BODILY FLUID	PCT	08-15-2003	IGeneX, Inc.
PCT/US99/10939	IMPROVED METHODS FOR DETECTING A TARGET NUCLEIC ACID FRAGMENT	PCT	05-18-1999	IGeneX, Inc.
60/088,541	Not publicly available	U.S.	05-18-1998	IGeneX, Inc.
60/088,561	Not publicly available	U.S.	05-18-1998	IGeneX, Inc.
60/088,696	Not publicly available	U.S.	05-21-1998	IGeneX, Inc.

**EXHIBIT B
TRADEMARKS**

Trademark	App Number	Reg. Number	Status	Country	Owner
IGENEX	74/489,933		02-14-1994	U.S.	IGENEX, INC.
 IGX (stylized)	--	1,940,462	ACTIVE	U.S.	IGENEX, INC.