

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361834

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bio-Reference Laboratories, Inc.		11/05/2015	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	3424 Peachtree Road NE
Internal Address:	Suite 2300, Attn: Portfolio Manager
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4810231	ONKOSIGHT
Registration Number:	4434170	ONCOGENEDX
Registration Number:	4457957	GENETESTS
Registration Number:	4389668	FLASH FISH
Registration Number:	4456259	BUENA SALUD
Registration Number:	4448842	STORM PATH
Registration Number:	4254092	GENCERV
Registration Number:	4254089	INHERIGEN
Registration Number:	4253527	DNA DIAGNOSTIC EXPERTS
Registration Number:	4196000	ONKOMATCH
Registration Number:	4195962	XOMEDX
Registration Number:	4044448	GENEDX
Registration Number:	3538974	GENPAP
Registration Number:	3314580	CAREINDEX
Registration Number:	3320246	GENPARTNERS
Registration Number:	2975735	GENEDX
Registration Number:	3669370	GENARRAY
Registration Number:	3749108	FISHONCHIPDX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3571856	ONECHECK
Registration Number:	3512018	REMOTEPATH
Registration Number:	3364779	COPYDX
Registration Number:	3386128	GENOMEDX
Registration Number:	3301332	WE SEE WHAT OTHERS DON'T
Registration Number:	2990952	GENPATH
Registration Number:	2800091	BIO-REFERENCE
Registration Number:	2747755	CAREEVOLVE
Registration Number:	2518257	PSI MEDICA
Serial Number:	86762414	MY GENETICS TREE
Registration Number:	4007835	DNA DIAGNOSTIC EXPERTS

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	080461-665012
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	11/10/2015

Total Attachments: 6

source=BRLI -- Trademark Security Agreement#page1.tif

source=BRLI -- Trademark Security Agreement#page2.tif

source=BRLI -- Trademark Security Agreement#page3.tif

source=BRLI -- Trademark Security Agreement#page4.tif

source=BRLI -- Trademark Security Agreement#page5.tif

source=BRLI -- Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2015 (this "Trademark Security Agreement"), is made by BIO-REFERENCE LABORATORIES, INC., a New Jersey corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement).

WHEREAS, Grantor and certain of its Subsidiaries (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders Party thereto, and the Administrative Agent have entered into that certain Credit Agreement dated as of November 5, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Borrowers and the other Loan Parties have entered into that certain Pledge and Security Agreement dated as of November 5, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in, the Trademark registrations and applications for the registration of Trademarks set forth on Schedule I hereto (the "Trademark Collateral"). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Termination.** This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

BIO-REFERENCE LABORATORIES, INC.

By: *Nicholas Papazicos*
Name: Nicholas Papazicos
Title: Senior Vice President and Chief
Financial Officer

Acknowledged and Accepted By:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Eric A. Anderson*
Name: Eric A. Anderson
Title: Authorized Officer

SCHEDULE I

Trademarks

I. REGISTERED AND ISSUED TRADEMARKS

Trademark	Registration Date	Registration Number
OnkoSight	September 8, 2015	4810231
OncogeneDx	November 12, 2013	4434170
GENETESTS	August 31, 2013	4457957
FLASH FISH	August 20, 2013	4389668
BUENA SALUD	December 24, 2013	4456259
STORM PATH	December 10, 2013	4448842
GenCerv	December 4, 2012	4254092
InheriGen	December 4, 2012	4254089
DNA DIAGNOSTIC EXPERTS	December 4, 2012	4253527
	August 2, 2011	4007835
OnkoMatch	August 21, 2012	4196000
XomeDx	August 21, 2012	4195962
GeneDx	October 25, 2011	4044448
GENPAP	November 25, 2008	3538974
CAREINDEX	October 16, 2007	3314580
GENPARTNERS	October 23, 2007	3320246
<i>GeneDx</i>	July 26, 2005	2975735
GenArray	August 18, 2009	3669370
FISHonChipDx		3749108
ONECHECK	February 10, 2009	3571856
RemotePath	October 7, 2008	3512018
CopyDx	January 8, 2008	3364779
GenomeDx	February 19, 2008	3386128
WE SEE WHAT OTHERS DON'T	January 23, 2007	3301332
GENPATH	September 6, 2005	2990952
BIO-REFERENCE	December 30, 2003	2800091
CAREEVOLVE	August 5, 2003	2747755
PSIMEDICA	December 11, 2001	2518257

II. TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number
Bio-Reference Laboratories, Inc.	MyGeneticsTree	September 18, 2015	86/762,414