

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEOGENOMICS LABORATORIES, INC.		12/30/2015	CORPORATION: FLORIDA
PATH LABS, LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85977364	PATHCAST
Serial Number:	78947056	NEOGENOMICS
Serial Number:	85026161	
Serial Number:	76386738	
Serial Number:	85323988	NEOFISH
Serial Number:	85532932	WHEN TIME MATTERS...AND RESULTS COUNT
Serial Number:	85532950	TIME MATTERS. RESULTS COUNT.
Serial Number:	85767118	NEOARRAY
Serial Number:	85685014	NEOTYPE
Serial Number:	77930707	MELANOSITE
Serial Number:	85800853	NEOSITE
Serial Number:	85324005	NEOFLOW
Serial Number:	86108060	HEMEFISH
Serial Number:	86000484	NEOPATH
Serial Number:	86315917	NEOGENOMICS LABORATORIES
Serial Number:	86329907	NEOLAB

CH \$615.00 85977364

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86073550	NEOLINK
Serial Number:	86629250	NEOUNIVERSITY
Serial Number:	86000503	NEOSCORE
Serial Number:	86648251	CELLFREEDX
Serial Number:	86315855	NEOGENOMICS
Serial Number:	86315873	NEOGENOMICS LABORATORIES
Serial Number:	86315897	NEOGENOMICS LABORATORIES
Serial Number:	86267226	NEOCONNECT

CORRESPONDENCE DATA

Fax Number: 6785532602

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: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 148294.010200

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE: /LaShana C. Jimmar/

DATE SIGNED: 12/30/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of December, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **NEOGENOMICS, INC.**, a Nevada corporation, **NEOGENOMICS LABORATORIES, INC.**, a Florida corporation ("Neogenomics"), **PATH LABS, LLC**, a Delaware limited liability company ("PathLogic"; together with Neogenomics and the other parties signatory thereto from time to time, being referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers and the other Loan Parties from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers and the other Loan Parties as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 30, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

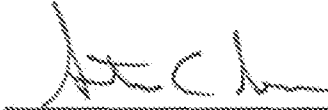
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

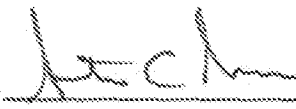
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**NEOGENOMICS LABORATORIES,
INC.**

By: 
Name: Steven C. Jones
Title: Executive Vice President, Finance

PATH LABS, LLC

By: 
Name: Steven C. Jones
Title: Executive Vice President, Finance

AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association**

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**NEOGENOMICS LABORATORIES,
INC.**

By: _____
Name:
Title:

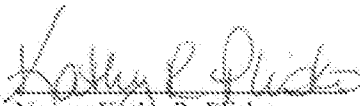
PATH LABS, LLC

By: _____
Name:
Title:

AGENT:

**ACCEPTED AND ACKNOWLEDGED
BY:**


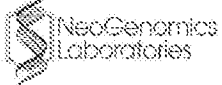
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

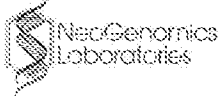
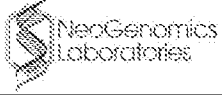
By: 
Name: Kathy R. Plisko
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
PathLogic	United States of America	PATHCAST	85977364/4237907	May 18, 2010 / November 6, 2012
NeoGenomics	United States of America	NEOGENOMICS	78947056/3251678	August 8, 2006 / June 12, 2007
NeoGenomics	United States of America	Miscellaneous design 	85026161/3983912	April 29, 2010 / June 28, 2011
NeoGenomics	United States of America	Miscellaneous design 	76386738/2809803	March 25, 2002 / February 3, 2004
NeoGenomics	United States of America	NeoFISH	85323988/4177943	May 18, 2011 / July 24, 2012
NeoGenomics	United States of America	WHEN TIME MATTERS... AND RESULTS COUNT	85532932/4315709	February 3, 2012 / April 9, 2013
NeoGenomics	United States of America	TIME MATTERS. RESULTS COUNTS.	85532950/4339618	February 3, 2012 / May 21, 2013
NeoGenomics	United States of America	NEOARRAY	85767118/4344271	October 30, 2012 / May 28, 2013
NeoGenomics	United States of America	NeoTYPE	85685014/4340040	July 24, 2012 / May 21, 2013
NeoGenomics	United States of America	MelanoSITE	77930707/4339034	February 8, 2010 / May 21, 2013
NeoGenomics	United States of America	NeoSITE	85800853/4502829	December 12, 2012 / March 25, 2014
NeoGenomics	United States of America	NeoFLOW	85324005/4493222	May 18, 2011 / December 24, 2013
NeoGenomics	United States of America	HEMEFISH	86108060/4773566	November 1, 2013 / July 14, 2015
NeoGenomics	United States of America	NeoPATH	86000484/4818409	July 2, 2013 / September 22, 2015
NeoGenomics	United States of America	NEOGENOMICS LABORATORIES & design (black & white) 	86315917/4857621	June 20, 2014 / November 24, 2015
NeoGenomics	United States of America	NeoLAB	86329907	July 7, 2014
NeoGenomics	United States of America	NeoLINK	86073550	September 24, 2013

	America			
NeoGenomics	United States of America	NeoUniversity	86629250	May 14, 2015
NeoGenomics	United States of America	NeoSCORE	86000503	July 2, 2013
NeoGenomics	United States of America	CellFreeDx	86648251	June 2, 2015
NeoGenomics	United States of America	NEOGENOMICS	86315855	June 20, 2014
NeoGenomics	United States of America	NEOGENOMICS LABORATORIES	86315873	June 20, 2014
NeoGenomics	United States of America	GENOMICS LABORATORIES & design (claiming color) 	86315897	June 20, 2014
NeoGenomics	United States of America	NeoCONNECT	86267226	April 30, 2014
Parent	Canada	NEOGENOMICS	1424824/TMA815572	January 19, 2009 / January 16, 2012
Parent	China	NEOGENOMICS	7182157/7182157	January 23, 2009 / November 21, 2010
Parent	CTM	NEOGENOMICS	7538119/7538119	January 20, 2009 / January 20, 2009
Parent	New Zealand	NEOGENOMICS	801483/801483	January 19 2009 / July 22, 2009
Parent	Japan	NEOGENOMICS	2013-39038/5663057	May 23, 2013 / April 11, 2014
NeoGenomics	Australia	NEOGENOMICS LABORATORIES & design (claiming color) 	1652058/1652058	October 13, 2014 / May 13, 2015
Parent	India	NEOGENOMICS	2536458	May 23, 2013
NeoGenomics	United States of America	NeoLIQUID	Pending application, filed December 30, 2015	
NeoGenomics	CTM	NeoLIQUID	Pending application, filed December 30, 2015	

TRADE NAMES

1. Fictitious Business Name Statement for the fictitious business name “Path Logic,” filed with the Country Clerk of Sacramento, California as of February 4, 2010 (the “Fictitious Business Name Statement”). The Fictitious Business Name Statement was originally filed in the name of Path Labs, Inc., the entity that ultimately converted into PathLogic.

COMMON LAW TRADEMARKS

1. None.

TRADEMARKS NOT CURRENTLY IN USE

1. None.

TRADEMARK LICENSES

1. None of Parent, NeoGenomics, or PathLogic is a party to any Trademark Intellectual Property License pursuant to which (A) such Grantor has provided any license or other rights in any Trademark owned or controlled by such Grantor to any other Person (other than non-exclusive software licenses granted in the ordinary course of business) or (B) any Person has granted to such Grantor any license or other rights in any Trademark owned or controlled by such Person that is material to the business of such Grantor.