

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARIANT DIAGNOSTIC SERVICES, INC.		12/30/2015	CORPORATION: 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: 18			
Property Type	Number	Word Mark	
Serial Number:	77854803	C CAUSE CANCER · ACTION · UNDERSTANDING	
Serial Number:	78573774	CLARIANT	
Serial Number:	78573779	CLARIANT	
Serial Number:	77032172	CLARIANT CONTINUUM	
Serial Number:	85663560	LAYERS	
Serial Number:	86102030	MAMMOSTRAT	
Serial Number:	85983576	MULTIOMYX	
Serial Number:	85769772	MULTIOMYX	
Serial Number:	78573777	PATHSITE	
Serial Number:	77960183	PULMOTYPE	
Serial Number:	77414861	PULMOTYPE	
Serial Number:	85411960	SEQWRIGHT	
Serial Number:	77854816	TOGETHER, WE HELP YOU FIND THE DIFFERENC	
Serial Number:	77210930	CLARIANT SYNOPSIS	
Serial Number:	85412859	SEQWRIGHT DNA TECHNOLOGY SERVICES	
Serial Number:	77324100	PATHSITE SCOPE	
Serial Number:	77848631	RECURRENCE...ONLY TESTING WILL TELL	
Serial Number:	86799712	LAYERS	
TRADEMARK			

CH \$465.00 77854803

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:

CLARIANT DIAGNOSTIC SERVICES,
INC.

By:



Name: Steven C. Jones

Title: Executive Vice President, Finance

[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:

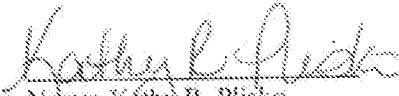
CLARIENT DIAGNOSTIC SERVICES,
INC.

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
Clariant Diagnostic Services, Inc.	United States of America	C CAUSE CANCER ACTION UNDERSTANDING SERVICE EDUCATION	77854803/3921704	October 22, 2009 / February 22, 2011
Clariant Diagnostic Services, Inc.	United States of America	CLARIENT	78573774/3357168	February 23, 2005 / December 18, 2007
Clariant Diagnostic Services, Inc.	United States of America	CLARIENT + DESIGN	78573779/3360451	February 23, 2005 / December 25, 2007
Clariant Diagnostic Services, Inc.	United States of America	CLARIENT CONTINUUM	77032172/3419091	October 30, 2006 / April 29, 2008
Clariant Diagnostic Services, Inc.	Brazil	LAYERS	840181744	July 3, 2012
Clariant Diagnostic Services, Inc.	Singapore	LAYERS	T1218326F/ T1218326F	December 3, 2012 December 3, 2012
Clariant Diagnostic Services, Inc.	Colombia	LAYERS	12185260/469663	October 19, 2012 April 26, 2013
Clariant Diagnostic Services, Inc.	United States of America	LAYERS	85663560	June 28, 2012
Clariant Diagnostic Services, Inc.	Mexico	LAYERS	1317309/1357803	October 14, 2012 March 26, 2013
Clariant Diagnostic Services, Inc.	CTM	LAYERS	11002136/11002136	June 28, 2012 November 26, 2013
Clariant Diagnostic Services, Inc.	Chile	LAYERS	1036194/1041849	December 3, 2012 September 17, 2013
Clariant, Inc.	Brazil	MAMMOSTRAT	840117760/840117760	May 8, 2012 April 13, 2015
Clariant Diagnostic Services, Inc.	United States of America	MAMMOSTRAT	86102030/4543458	October 25, 2013 / June 3, 2014
Clariant Diagnostic Services, Inc.	Chile	MULTIOMYX	1033512/1092604	November 14, 2012 April 9, 2014
Clariant Diagnostic Services, Inc.	Chile	MULTIOMYX	1033510/1033163	November 14, 2012 August 22, 2013
Clariant Diagnostic Services, Inc.	Singapore	MULTIOMYX	T1309714B/ T1309714B	June 18, 2013 June 18, 2013
Clariant Diagnostic Services, Inc.	Singapore	MULTIOMYX	T1216771F/ T1216771F	November 6, 2012 November 6, 2012
Clariant Diagnostic Services, Inc.	Korea - Republic of (South)	MULTIOMYX	4520125721/45004724 9	November 6, 2012 December 5, 2013
Clariant Diagnostic Services, Inc.	United States of America	MULTIOMYX	85983576/4720852	November 2, 2012 / July 16, 2013
Clariant Diagnostic Services, Inc.	Saudi Arabia	MULTIOMYX	187895/143313592	November 7, 2012 February 18, 2014
Clariant Diagnostic Services, Inc.	Brazil	MULTIOMYX	840322747	November 6, 2012
Clariant Diagnostic Services, Inc.	Colombia	MULTIOMYX	12199236/474635	November 6, 2012 August 21, 2013
Clariant Diagnostic	Mexico	MULTIOMYX	1324605/1358127	November 8, 2012

Services, Inc.				March 26, 2013
Clariant Diagnostic Services, Inc.	Australia	MULTIOMYX	1524058/1524058	November 5, 2012 November 5, 2012
Clariant Diagnostic Services, Inc.	China	MULTIOMYX	11702920/11702920	November 5, 2012 March 14, 2015
Clariant Diagnostic Services, Inc.	China	MULTIOMYX	11702919/11702919	November 5, 2012 May 14, 2014
Clariant Diagnostic Services, Inc.	CTM	MULTIOMYX	11316551/11316551	November 2, 2012 April 1, 2013
Clariant Diagnostic Services, Inc.	Singapore	MULTIOMYX	T1308549G/ T1308549G	May 30, 2013 May 30, 2013
Clariant Diagnostic Services, Inc.	Mexico	MULTIOMYX	1324608/1357898	November 8, 2012 March 26, 2013
Clariant Diagnostic Services, Inc.	Brazil	MULTIOMYX	840322755	November 6, 2012
Clariant Diagnostic Services, Inc.	United States of America	MULTIOMYX	85769772	November 2, 2012
Clariant Diagnostic Services, Inc.	United States of America	PATHSITE	78573777/3319794	February 23, 2005 / October 23, 2007
Clariant Diagnostic Services, Inc.	United States of America	PULMOTYPE	77960183/3872720	March 16, 2010 / November 9, 2010
Clariant Diagnostic Services, Inc.	United States of America	PULMOTYPE	77414861/3719323	March 6, 2008 / December 1, 2009
Clariant Diagnostic Services, Inc.	United States of America	SEQWRIGHT	85411960/4135214	August 31, 2011 / May 1, 2012
Clariant Diagnostic Services, Inc.	United States of America	TOGETHER, WE HELP YOU FIND THE DIFFERENCE THAT MAKES A DIFFERENCE	77854816/3921705	October 22, 2009 / February 22, 2011
Clariant Diagnostic Services, Inc.	United States of America	CLARIANT SYNOPSIS	77210930/3651783	June 20, 2007 / July 7, 2009
Clariant Diagnostic Services, Inc.	United States of America	SEQWRIGHT DNA TECHNOLOGY SERVICES	85412859/4248503	September 1, 2011 / November 27, 2012
Clariant Diagnostic Services, Inc.	United States of America	PATHSITE SCOPE	77324100/3670115	November 7, 2007 / August 18, 2009
Clariant Diagnostic Services, Inc.	United States of America	RECURRENCE...ONL Y TESTING WILL TELL	77848631/3799157	October 14, 2009 / June 8, 2010
Clariant Diagnostic Services, Inc.	United States of America	LAYERS	86799712	October 26, 2015
Clariant, Inc.	Australia	CLARIANT	1470414/1470414	
Clariant, Inc.	China	CLARIANT	10441468/10441468	
Clariant, Inc.	CTM	CLARIANT	10571271/10571271	
Clariant, Inc.	Japan	CLARIANT	20122551/5516732	
Clariant, Inc.	Mexico	CLARIANT	1244388/1292489	

TRADE NAMES

1. None.

COMMON LAW TRADEMARKS

1. None.

TRADEMARKS NOT CURRENTLY IN USE

Grantor	Country	Mark	Application/ Registration No.
Clariant Diagnostic Services, Inc.	United States of America	C CAUSE CANCER ACTION UNDERSTANDING SERVICE EDUCATION	77854803/3921704
Clariant Diagnostic Services, Inc.	United States of America	CLARIANT CONTINUUM	77032172/3419091
Clariant Diagnostic Services, Inc.	Brazil	LAYERS	840181744
Clariant Diagnostic Services, Inc.	Singapore	LAYERS	T1218326F/ T1218326F
Clariant Diagnostic Services, Inc.	Colombia	LAYERS	12185260/469663
Clariant Diagnostic Services, Inc.	United States of America	LAYERS	85663560
Clariant Diagnostic Services, Inc.	Mexico	LAYERS	1317309/1357803
Clariant Diagnostic Services, Inc.	CTM	LAYERS	11002136/11002136
Clariant Diagnostic Services, Inc.	Chile	LAYERS	1036194/1041849
Clariant, Inc.	Brazil	MAMMOSTRAT	840117760/840117760
Clariant Diagnostic Services, Inc.	United States of America	MAMMOSTRAT	86102030/4543458
Clariant Diagnostic Services, Inc.	United States of America	PULMOTYPE	77960183/3872720
Clariant Diagnostic Services, Inc.	United States of America	PULMOTYPE	77414861/3719323

TRADEMARK LICENSES

1. Neither Clariant, Inc. nor Clariant Diagnostic Services, Inc. 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.