

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367937

| | |
|------------------------------|-------------------|
| 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: |
| NEOGENOMICS, INC. | | 12/30/2015 | CORPORATION: |
| CLARIANT, INC. | | 12/30/2015 | CORPORATION: |
| CLARIANT DIAGNOSTIC SERVICES, INC. | | 12/30/2015 | CORPORATION: |
| PATH LABS, LLC | | 12/30/2015 | LIMITED LIABILITY COMPANY: |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | AB PRIVATE CREDIT INVESTORS LLC, AS COLLATERAL AGENT |
| Street Address: | 1345 Avenue of the Americas |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10105 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 42

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 3921704 | C CAUSE CANCER · ACTION · UNDERSTANDING |
| Registration Number: | 3357168 | CLARIANT |
| Registration Number: | 3360451 | CLARIANT |
| Registration Number: | 3419091 | CLARIANT CONTINUUM |
| Registration Number: | 4543458 | MAMMOSTRAT |
| Registration Number: | 3319794 | PATHSITE |
| Registration Number: | 3872720 | PULMOTYPE |
| Registration Number: | 3719323 | PULMOTYPE |
| Registration Number: | 4135214 | SEQWRIGHT |
| Registration Number: | 3921705 | TOGETHER, WE HELP YOU FIND THE DIFFERENC |
| Registration Number: | 3651783 | CLARIANT SYNOPSIS |
| Registration Number: | 4248503 | SEQWRIGHT DNA TECHNOLOGY SERVICES |
| Registration Number: | 3670115 | PATHSITE SCOPE |

OP \$1065.00 3921704

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Registration Number: | 3799157 | RECURRENCE...ONLY TESTING WILL TELL |
| Registration Number: | 4237907 | PATHCAST |
| Registration Number: | 3251678 | NEOGENOMICS |
| Registration Number: | 3983912 | |
| Registration Number: | 2809803 | |
| Registration Number: | 4177943 | NEOFISH |
| Registration Number: | 4315709 | WHEN TIME MATTERS...AND RESULTS COUNT |
| Registration Number: | 4339618 | TIME MATTERS. RESULTS COUNT. |
| Registration Number: | 4344271 | NEOARRAY |
| Registration Number: | 4340040 | NEOTYPE |
| Registration Number: | 4339034 | MELANOSITE |
| Registration Number: | 4502829 | NEOSITE |
| Registration Number: | 4493222 | NEOFLOW |
| Registration Number: | 4773566 | HEMEFISH |
| Registration Number: | 4818409 | NEOPATH |
| Registration Number: | 4857621 | NEOGENOMICS LABORATORIES |
| Serial Number: | 85663560 | LAYERS |
| Serial Number: | 85769772 | MULTIOMYX |
| Serial Number: | 86329907 | NEOLAB |
| 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 |
| Serial Number: | 86799712 | LAYERS |
| Registration Number: | 4720852 | MULTIOMYX |

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 4: Tysons Corner, VIRGINIA 22102

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 2070144-0003 |
| NAME OF SUBMITTER: | Joyce Miller |
| SIGNATURE: | /Joyce Miller/ |
| DATE SIGNED: | 01/05/2016 |

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of December 30, 2015, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **AB PRIVATE CREDIT INVESTORS LLC** (“**AB-PCI**”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties (as defined in the Term Loan and Guaranty Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan and Guaranty Agreement, dated as of December 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Term Loan and Guaranty Agreement**”), by and among **NEOGENOMICS LABORATORIES, INC.**, a Florida corporation (“**Borrower**”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and AB-PCI, as Administrative Agent for the Lenders and as the Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of December 30, 2015, executed by the Grantors in favor of the Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), to grant a security interest and Lien in the Collateral of such Guarantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Term Loan and Guaranty Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and

interests in, to and under the following Collateral of such Grantor (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed on Annex A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademarks**”); and

(b) all written agreements containing the express grant of any right in or to any of the Trademarks or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement listed on Annex A attached hereto.

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute

one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

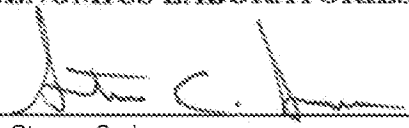
Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

GRANTORS:

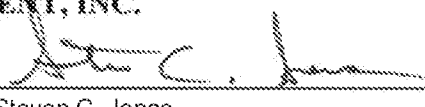
**NEOGENOMICS LABORATORIES,
INC.**

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


NEOGENOMICS, INC.

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

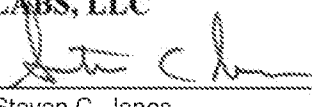
CLARIANT, INC.

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

**CLARIANT DIAGNOSTIC SERVICES,
INC.**

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

PATH LABS, LLC

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

ACCEPTED AND AGREED

as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,

as Collateral Agent

By:  _____

Name: Wesley Raper



Title: Vice President

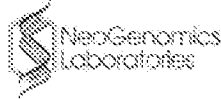
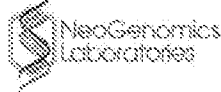
Annex A
to Trademark Security Agreement

Trademark Registrations

1. REGISTERED TRADEMARKS

| Owner/Registrant Name | Mark | Registration No. | Registration Date | Application No. | Application Date |
|------------------------------------|---|-------------------------|--------------------------|------------------------|-------------------------|
| Clariant Diagnostic Services, Inc. | C CAUSE CANCER ACTION UNDERSTANDING SERVICE EDUCATION | 3921704 | February 22, 2011 | 77854803 | October 22, 2009 |
| Clariant Diagnostic Services, Inc. | CLARIANT | 3357168 | December 18, 2007 | 78573774 | February 23, 2005 |
| Clariant Diagnostic Services, Inc. | CLARIANT + DESIGN | 3360451 | December 25, 2007 | 78573779 | February 23, 2005 |
| Clariant Diagnostic Services, Inc. | CLARIANT CONTINUUM | 3419091 | April 29, 2008 | 77032172 | October 30, 2006 |
| Clariant Diagnostic Services, Inc. | LAYERS | T1218326F | December 3, 2012 | T1218326F | December 3, 2012 |
| Clariant Diagnostic Services, Inc. | LAYERS | 469663 | April 26, 2013 | 12185260 | October 19, 2012 |
| Clariant Diagnostic Services, Inc. | LAYERS | 1357803 | March 26, 2013 | 1317309 | October 14, 2012 |
| Clariant Diagnostic Services, Inc. | LAYERS | 11002136 | November 26, 2013 | 11002136 | June 28, 2012 |
| Clariant Diagnostic Services, Inc. | LAYERS | 1041849 | September 17, 2013 | 1036194 | December 3, 2012 |
| Clariant, Inc. | MAMMOSTRAT | 840117760 | April 13, 2015 | 840117760 | May 8, 2012 |
| Clariant Diagnostic Services, Inc. | MAMMOSTRAT | 4543458 | June 3, 2014 | 86102030 | October 25, 2013 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 1092604 | April 9, 2014 | 1033512 | November 14, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 1033163 | August 22, 2013 | 1033510/ | November 14, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | T1309714B | June 18, 2013 | T1309714B | June 18, 2013 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | T1216771F | November 6, 2012 | T1216771F | November 6, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 450047249 | December 5, 2013 | 4520125721 | November 6, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 4720852 | July 16, 2013 | 85983576 | November 2, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 143313592 | February 18, 2014 | 187895 | November 7, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 474635 | August 21, 2013 | 12199236 | November 6, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 1358127 | March 26, 2013 | 1324605 | November 8, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 1524058 | November 5, 2012 | 1524058 | November 5, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 11702920 | November 5, 2012 | 11702920 | November 5, 2012 |

| | | | | | |
|------------------------------------|---|-----------|-------------------|-----------|------------------------------|
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 11702919 | November 5, 2012 | 11702919 | May 14, 2014 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 11316551 | November 2, 2012 | 11316551 | April 1, 2013 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | T1308549G | May 30, 2013 | T1308549G | May 30, 2013 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 1357898 | March 26, 2013 | 1324608 | November 8, 2012 |
| Clariant Diagnostic Services, Inc. | PATHSITE | 3319794 | October 23, 2007 | 78573777 | February 23, 2005 |
| Clariant Diagnostic Services, Inc. | PULMOTYPE | 3872720 | November 9, 2010 | 77960183 | March 16, 2010 |
| Clariant Diagnostic Services, Inc. | PULMOTYPE | 3719323 | December 1, 2009 | 77414861 | March 6, 2008 |
| Clariant Diagnostic Services, Inc. | SEQWRIGHT | 4135214 | May 1, 2012 | 85411960 | August 31, 2011 |
| Clariant Diagnostic Services, Inc. | TOGETHER, WE HELP YOU FIND THE DIFFERENCE THAT MAKES A DIFFERENCE | 3921705 | February 22, 2011 | 77854816 | October 22, 2009 |
| Clariant Diagnostic Services, Inc. | CLARIANT SYNOPSIS | 3651783 | July 7, 2009 | 77210930 | June 20, 2007 |
| Clariant Diagnostic Services, Inc. | SEQWRIGHT DNA TECHNOLOGY SERVICES | 4248503 | November 27, 2012 | 85412859 | September 1, 2011 |
| Clariant Diagnostic Services, Inc. | PATHSITE SCOPE | 3670115 | August 18, 2009 | 77324100 | November 7, 2007 |
| Clariant Diagnostic Services, Inc. | RECURRENCE...ONLY TESTING WILL TELL | 3799157 | June 8, 2010 | 77848631 | October 14, 2009 |
| Clariant, Inc. | CLARIANT | 1470414 | | 1470414 | |
| Clariant, Inc. | CLARIANT | 10441468 | | 10441468 | |
| Clariant, Inc. | CLARIANT | 10571271 | | 10571271 | |
| Clariant, Inc. | CLARIANT | 10571271 | | 20122551 | |
| Clariant, Inc. | CLARIANT | 1292489 | | 1244388 | |
| Path Labs, LLC | PATHCAST | 4237907 | November 6, 2012 | 85977364 | May 18, 2010 |
| The Borrower | NEOGENOMICS | 3251678 | June 12, 2007 | 78947056 | August 8, 2006 |
| The Borrower | Miscellaneous design  | 3983912 | June 28, 2011 | 85026161 | April 29, 2010 |
| The Borrower | Miscellaneous design  | 2809803 | February 3, 2004 | 76386738 | March 25, 2002 |
| The Borrower | NeoFISH | 4177943 | July 24, 2012 | 85323988 | May 18, 2011 |
| The Borrower | WHEN TIME MATTERS...AND RESULTS COUNT | 4315709 | April 9, 2013 | 85532932 | February 3, 2012 |
| The Borrower | TIME MATTERS. RESULTS COUNTS. | 4339618 | May 21, 2013 | 85532950 | February 3, 2012 |
| The Borrower | NEOARRAY | 4344271 | May 28, 2013 | 85767118 | October 30, 2012 |
| The Borrower | NeoTYPE | 4340040 | May 21, 2013 | 85685014 | July 24, 2012 / May 21, 2013 |
| The Borrower | MelanoSITE | 4339034 | May 21, 2013 | 77930707 | February 8, 2010 |

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|--------------|--|-----------|--------------------|------------|-------------------|
| The Borrower | NeoSITE | 4502829 | March 25, 2014 | 85800853 | December 12, 2012 |
| The Borrower | NeoFLOW | 4493222 | December 24, 2013 | 85324005 | May 18, 2011 |
| The Borrower | HEMEFISH | 4773566 | July 14, 2015 | 86108060 | November 1, 2013 |
| The Borrower | NeoPATH | 4818409 | September 22, 2015 | 86000484 | July 2, 2013 |
| The Borrower | NEOGENOMICS LABORATORIES & design (black & white)  | 4857621 | November 24, 2015 | 86315917 | June 20, 2014 |
| Holdings | NEOGENOMICS | TMA815572 | January 16, 2012 | 1424824 | January 19, 2009 |
| Holdings | NEOGENOMICS | 7182157 | November 21, 2010 | 7182157 | January 23, 2009 |
| Holdings | NEOGENOMICS | 7538119 | January 20, 2009 | 7538119 | January 20, 2009 |
| Holdings | NEOGENOMICS | 801483 | July 22, 2009 | 801483 | January 19 2009 |
| Holdings | NEOGENOMICS | 5663057 | April 11, 2014 | 2013-39038 | May 23, 2013 |
| The Borrower | NEOGENOMICS LABORATORIES & design (claiming color)  | 1652058 | May 13, 2015 | 1652058 | October 13, 2014 |

2. TRADEMARK APPLICATIONS

| Owner/Registrant Name | Mark | Application No. | Application Date |
|------------------------------------|---|-----------------|--------------------|
| Clariant Diagnostic Services, Inc. | LAYERS | 840181744 | July 3, 2012 |
| Clariant Diagnostic Services, Inc. | LAYERS | 85663560 | June 28, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 840322747 | November 6, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 840322755 | November 6, 2012 |
| Clariant Diagnostic Services, Inc. | MULTIOMYX | 85769772 | November 2, 2012 |
| Clariant Diagnostic Services, Inc. | LAYERS | 86799712 | October 26, 2015 |
| The Borrower | NeoLAB | 86329907 | July 7, 2014 |
| The Borrower | NeoLINK | 86073550 | September 24, 2013 |
| The Borrower | NeoUniversity | 86629250 | May 14, 2015 |
| The Borrower | NeoSCORE | 86000503 | July 2, 2013 |
| The Borrower | CellFreeDx | 86648251 | June 2, 2015 |
| The Borrower | NEOGENOMICS | 86315855 | June 20, 2014 |
| The Borrower | NEOGENOMICS LABORATORIES | 86315873 | June 20, 2014 |
| The Borrower | GENOMICS LABORATORIES & design (claiming color)  | 86315897 | June 20, 2014 |

| | | | |
|--------------|-------------|----------|---|
| The Borrower | NeoCONNECT | 86267226 | April 30, 2014 |
| Holdings | NEOGENOMICS | 2536458 | May 23, 2013 |
| The Borrower | NeoLIQUID | Pending | Pending application, filed 12/30/2015 (USPTO) |
| The Borrower | NeoLIQUID | Pending | Pending application, filed 12/30/2015 (CTM |

3. TRADEMARK LICENSES

1. No Grantor is a party to any material Trademark License.