

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Associated Pathologists, LLC		08/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthcare Financial Solutions, LLC, as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4601188	PATHGROUP	
<b>Registration Number:</b>	4782496	SMARTGENOMICS	
<b>Registration Number:</b>	4676055	ONCOLOGY SERVICES. CLINICAL TO GENOMIC.	
<b>Registration Number:</b>	4598283	PATHGROUP SMARTGENOMICS. ADVANCED ONCOGE	
<b>Registration Number:</b>	4401232	PATHGROUP MOBILE	
<b>Registration Number:</b>	4219578	PATHGROUP PHYSICIAN CENTERED. PATIENT FO	
<b>Registration Number:</b>	3887463	IPATH	
<b>Registration Number:</b>	3035153	MYRESULTS	
<b>Registration Number:</b>	2817294	PATHGROUP	
<b>Registration Number:</b>	2855274	PATHGROUP LABS	
<b>Registration Number:</b>	2387025	THE PATHOLOGIST COMPANY PATH GROUP	
<b>Registration Number:</b>	2344697	PATHGROUP THE PATHOLOGIST COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic C/O Katten		

CH \$315.00 4601188

TRADEMARK

**Address Line 1:** 525 W Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 387132-103

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 08/01/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2016, is made by Associated Pathologists, LLC, the “Borrower”, (the “Grantor”), in favor of Healthcare Financial Solutions, LLC (“Healthcare”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 1, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Healthcare Financial Solutions, LLC, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Guaranty and Security Agreement, 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

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

Section 5. Counterparts. This Trademark Security 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 Trademark Security 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

ASSOCIATED PATHOLOGISTS, LLC  
as Grantor

By: 

Name: Russell F. Tonnie

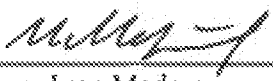
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005843 FRAME: 0783**

ACCEPTED AND AGREED  
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC  
as Agent


By:   
Name: Ivan Medarov  
Title: Duly Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
PATHGROUP	U.S. Federal	86189077 2/10/2014	4601188 9/9/2014	Associated Pathologists, LLC
SMARTGENOMICS	U.S. Federal	86004253 7/8/2013	4782496 7/28/2015	Associated Pathologists, LLC
ONCOLOGY SERVICES. CLINICAL TO GENOMIC.	U.S. Federal	85936586 5/20/2013	4676055 1/20/2015	Associated Pathologists, LLC
PATHGROUP SMARTGENOMICS. ADVANCED ONCOGENOMIC DIAGNOSTICS.	U.S. Federal	85936608 5/20/2013	4598283 9/2/2014	Associated Pathologists, LLC
PATHGROUP MOBILE	U.S. Federal	85638636 5/30/2012	4401232 9/10/2013	Associated Pathologists, LLC
	U.S. Federal	85526244 1/26/2012	4219578 10/2/2012	Associated Pathologists, LLC
IPATH	U.S. Federal	77802058 8/11/2009	3887463 12/7/2010	Associated Pathologists, LLC
MYRESULTS	U.S. Federal	78499787 10/14/2004	3035153 12/27/2005	Associated Pathologists, LLC
PATHGROUP	U.S. Federal	78213218 2/11/2003	2817294 2/24/2004	Associated Pathologists, LLC
PATHGROUP LABS	U.S. Federal	78213224 2/11/2003	2855274 6/15/2004	Associated Pathologists, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
	U.S. Federal	75590497 11/17/1998	2387025 9/19/2000	Associated Pathologists, LLC
PATHGROUP THE PATHOLOGIST COMPANY	U.S. Federal	75552080 9/10/1998	2344697 4/25/2000	Associated Pathologists, LLC
PATHGROUP	U.S. State - Louisiana		649785 2/6/2014	Associated Pathologists, LLC

2. TRADEMARK APPLICATIONS

None