

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUOTIENT LIMITED		10/14/2016	public limited liability no par value company: JERSEY
ALBA BIOSCIENCE LIMITED		10/14/2016	limited company: SCOTLAND
QBD (QS IP) LIMITED		10/14/2016	limited liability no par value company: JERSEY
QUOTIENT BIOCAMPUS LIMITED		10/14/2016	limited company: SCOTLAND
QUOTIENT BIODIAGNOSTICS, INC.		10/14/2016	Corporation: DELAWARE
QUOTIENT SUISSE SA		10/14/2016	Société Anonyme (Sa): SWITZERLAND

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	One Federal Street, 3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3376763	ALBA Q-CHEK
Registration Number:	4797831	ALBAHANCE
Registration Number:	4763117	ALBALECT
Registration Number:	4792914	ALBASURE
Registration Number:	4797832	ALBAZYME
Registration Number:	4820522	MOSAIQ
Registration Number:	4820521	QUOTIENT MOSAIQ

CORRESPONDENCE DATA

Fax Number: 8585094010

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.

TRADEMARK

Phone: 858-509-4071
Email: sdipdocket@pillsburylaw.com
Correspondent Name: Michelle L. Mehok
Address Line 1: 12255 El Camino Real, Suite 300
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER: Michelle L. Mehok

SIGNATURE: /michelle mehok/

DATE SIGNED: 10/17/2016

Total Attachments: 13

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) is dated as of October 14, 2016, by and among QUOTIENT LIMITED, a public limited liability no par value company incorporated under the laws of Jersey with an address at Elizabeth House, 9 Castle Street, St. Helier, JE2 3RT Jersey, Channel Islands (the “Grantor”), ALBA BIOSCIENCE LIMITED, a limited company formed under the law of the Scotland with an address at Douglas Building, Pentlands Science Park Bush Loan, Penicuik Midlothian EH260PL United Kingdom (“Alba”), QBD (QS IP) LIMITED, a limited liability no par value company incorporated under the laws of Jersey with an address at Elizabeth House, 9 Castle Street, St. Helier, JE2 3RT Jersey, Channel Islands (“QBD”), QUOTIENT BIOCAMPUS LIMITED, a limited company formed under the law of Scotland with an address at Pentlands Science Park, Bush Loan, Penicuik, Midlothian EH26 0PL, Scotland (“Biocampus”), QUOTIENT BIODIAGNOSTICS, INC., a corporation formed under the law of Delaware with an address at Suite S-204, 301 S. State Street, Newtown, PA 18940 (“Biodiagnostics”), QUOTIENT SUISSE SA, a *société anonyme* (joint stock company) formed under the law of Switzerland with an address at Unit B1 Terre Bonne Business Park, Route de Crassier 13, 1262 Eysins, Switzerland (“Suisse”), any other SUBSIDIARY PARTIES (as defined below) from time to time party hereto (collectively, Grantor, Alba, QBD, Biocampus, Biodiagnostics, Suisse and SUBSIDIARY PARTIES are “Grantors”), U.S. BANK NATIONAL ASSOCIATION, in its capacity as Trustee having an address at One Federal Street, 3rd Floor, Boston, Massachusetts 02110 (and its successors under the Indenture (as defined below), in such capacity, the “Trustee”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (as defined below) (and its successors under the Indenture, in such capacity, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS pursuant to the terms, conditions and provisions of (a) an Indenture dated as of the date hereof (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”), between the Grantors and the Trustee, and (b) each Purchase Agreement dated the date hereof (collectively, the “Purchase Agreement”), among each of the Grantors and each purchaser party thereto (collectively, the “Purchasers”), the Grantors are issuing the Securities, which may be guaranteed on a senior secured basis by each of the Subsidiary Parties;

WHEREAS, pursuant to the terms of the Indenture, each of the Grantors have agreed to execute and deliver a Collateral Agreement dated as of the date hereof (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”) to, among other things, induce the Trustee to enter into the Indenture and, pursuant to the terms of the Purchase Agreements, to induce the Purchasers to purchase the Securities; and

WHEREAS, pursuant to the terms of the Collateral Agreement, each of the Grantors have agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on, such Grantors’ rights, titles and interests in and to all present and future copyrights, patents, trademarks, and related licenses and rights for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Collateral Agreement, each of the Grantors are required to execute and deliver to the Collateral Agent this 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 of the Grantors hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on the terms set forth in and subject to the Collateral Agreement, a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Grantors' rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral") and the Parties agree to have the Permitted Liens registered in the United States Patent and Trademark Office:

A. all of its trademark applications and registrations set forth in Schedule I hereto (the "Trademarks");

B. all goodwill of the business associated with the Trademarks; and

C. all products and proceeds of the Trademarks, including any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any Trademarks or any Trademarks exclusively licensed under any intellectual property license, including the 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 intellectual property license.

III. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Grantors pursuant to this Agreement secures prompt payment to the Secured Parties of the Obligations. This Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

IV. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the Collateral Agreement shall control.

V. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Collateral Agent to modify this Agreement by amending Schedule I to include any new trademark rights of Grantors in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

VI. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

VII. BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, each of the Grantors shall not assign or delegate any of its rights or duties under this Agreement without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

VIII. CAPTIONS. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

IX. TERMINATION AND RELEASE. This Agreement shall terminate in accordance with the Collateral Agreement.

X. ENTIRE AGREEMENT. This Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Trademark Collateral.

XI. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

XII. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.


XIII. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW**

YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.


[signature page follows]

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


QUOTIENT LIMITED

By: 
Name: Paul Cowan
Title: Chief Executive Officer


QUOTIENT BIOCAMPUS LIMITED

By: 
Name: Desmond Joseph Paul Edward Cowan
Title: Director
witness: Devon MacLaughlin
Devon MacLaughlin


ALBA BIOSCIENCE LIMITED

By: 
Name: Desmond Joseph Paul Edward Cowan
Title: Director
witness: Devon MacLaughlin
Devon MacLaughlin


QUOTIENT BIODIAGNOSTICS, INC.

By: 
Name: Paul Cowan
Title: Director

QBD (QS IP) LIMITED

By: 
Name: Paul Cowan
Title: sole Director

QUOTIENT SUISSE SA

By: 
Name: Paul Cowan
Title: sole member of the Board

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent
One Federal Street, 3rd Floor
Boston, Massachusetts 02110

By: _____
Name: _____
Title: _____

{Signature Page to Grant of Security Interest in Trademarks}

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

QUOTIENT LIMITED

By: _____
Name: _____
Title: _____

QUOTIENT BIOCAMPUS LIMITED

By: _____
Name: _____
Title: _____

ALBA BIOSCIENCE LIMITED

By: _____
Name: _____
Title: _____

QUOTIENT BIODIAGNOSTICS, INC.

By: _____
Name: _____
Title: _____

QBD (QS IP) LIMITED

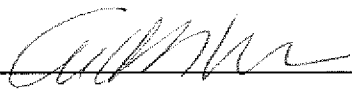
By: _____
Name: _____
Title: _____

QUOTIENT SUISSE SA

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent
One Federal Street, 3rd Floor
Boston, Massachusetts 02110

By:  _____
Name: Alison D.B. Nadeau
 Vice President
Title: _____

Schedule 1
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

Alba Bioscience Limited

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Classification
CN		0894982 April 25, 2006	0894982 April 25, 2006	1
CN		0894982 April 25, 2006	0894982 April 25, 2006	5
CN		0894982 April 25, 2006	0894982 April 25, 2006	40
EU		0894982 April 25, 2006	0894982 April 25, 2006	1, 5, 40, 44
GB		2404774 October 24, 2005	2404774 October 24, 2005	1, 5, 40, 44
IR		0894982 April 25, 2006	0894982 April 25, 2006	1, 5, 40, 44
JP		0894982 April 25, 2006	0894982 April 25, 2006	1, 40
US		79027504 April 25, 2006	3795828 June 1, 2010	1, 5, 40, 44
CA	ALBA BIOSCIENCE	1318949 October 4, 2006		5, 40, 42, 44
CN	ALBA BIOSCIENCE	0861345 July 19, 2005	0861345 July 19, 2005	1

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Classification
CN	ALBA BIOSCIENCE	0861345 July 19, 2005	0861345 July 19, 2005	5
CN	ALBA BIOSCIENCE	0861345 July 19, 2005	0861345 July 19, 2005	40
EU	ALBA BIOSCIENCE	0861345 July 19, 2005	0861345 July 19, 2005	1, 5, 40, 44
GB	ALBA BIOSCIENCE	2383648 February 4, 2005	2383648 February 4, 2005	1, 5, 40, 44
IR	ALBA BIOSCIENCE	0861345 July 19, 2005	0861345 July 19, 2005	1, 5, 40, 44
JP	ALBA BIOSCIENCE	0861345 July 19, 2005	0861345 July 19, 2005	1, 40
US	ALBA BIOSCIENCE	79015047 July 19, 2005	3885465 December 7, 2010	1, 5, 40, 44
JP	ALBA Q-CHEK	102357/2006 November 2, 2006	5258970 August 21, 2009	1
US	ALBA Q-CHEK	76668476 November 1, 2006	3376763 February 5, 2008	1,5
CA	ALBACHECK	1318948 October 4, 2006	TMA720282 August 5, 2008	5, 42, 44
EU	ALBACHECK	002156271 December 18, 2002	002156271 December 18, 2002	1, 5, 42
IR	ALBACHECK	0874434 September 5, 2005	0874434 September 5, 2005	1, 5, 42, 44

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Classification
JP	ALBACHECK	0874434 September 5, 2005	0874434 November 22, 2007	1, 5, 42, 44
US	ALBACHECK	79020026 September 5, 2005	3344383 November 27, 2007	1, 5, 42, 44
CA	ALBACLONE	1318947 October 4, 2006	TMA720283 August 5, 2008	5, 42, 44
CN	ALBACLONE	0885135 September 5, 2005	0885135 June 7, 2007	1
CN	ALBACLONE	0885135 September 5, 2005	0885135 June 7, 2007	42
CN	ALBACLONE	0885135 September 5, 2005	0885135 June 7, 2007	44
EU	ALBACLONE	002155562 May 10, 2002	002155562 May 10, 2002	1, 5, 42
IR	ALBACLONE	0885135 September 5, 2005	0885135 September 5, 2005	1, 5, 42, 44
JP	ALBACLONE	0885135 September 5, 2005	0885135 November 22, 2007	1, 42, 44
US	ALBACLONE	79023951 September 5, 2005	3382053 February 12, 2008	1, 5
EU	ALBACYTE	1266181 March 5, 2015	1266181 March 5, 2015	1, 5
GB	ALBACYTE	2423687 June 6, 2006	2423687 June 6, 2006	1, 5

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Classification
IR	ALBACYTE	1266181 March 5, 2015	1266181 March 5, 2015	1, 5
US	ALBACYTE	79173073 March 5, 2015	5029122 August 30, 2016	1, 5
GB	ALBAHANCE	UK00003037581 January 13, 2014	UK00003037581 April 11, 2014	1, 5
US	ALBAHANCE	86274373 May 7, 2014	4797831 August 25, 2015	1, 5
GB	ALBALECT	UK00003037575 January 13, 2014	UK00003037575 April 11, 2014	1, 5
US	ALBALECT	86274393 May 7, 2014	4763117 June 30, 2015	1, 5
CA	AlbaQ-Chek	1321794 October 26, 2006	TMA760764 March 3, 2010	5
GB	AlbaQ-Chek	2436678 October 25, 2006	2436678 October 25, 2006	1, 5
EU	ALBAsera	0924187 April 05, 2007	0924187 April 05, 2007	1, 5
GB	ALBAsera	2435451 October 12, 2006	2435451 October 12, 2006	1, 5
IR	ALBAsera	0924187 April 5, 2007	0924187 April 5, 2007	1, 5
JP	ALBAsera	0924187 April 5, 2007	0924187 April 5, 2007	5
US	ALBAsera	79038484 April 5, 2007	3462524 July 8, 2008	1, 5

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Classification
GB	ALBASURE	UK00003037566 January 13, 2014	UK00003037566 April 11, 2014	1, 5
US	ALBASURE	86274360 May 7, 2014	4792914 August 18, 2015	1, 5
GB	ALBAZYME	UK00003037571 January 13, 2014	UK00003037571 April 11, 2014	1, 5
US	ALBAZYME	86274409 May 7, 2014	4797832 August 25, 2015	1, 5

QBD (QS-IP) Limited

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Owner
CA	MosaiQ	1763920 January 19, 2016	Pending	1, 5, 9, 10, 44
EU	MosaiQ	012545687 January 29, 2014	012545687 February 18, 2015	1, 5, 9, 10, 44
IR	MosaiQ	0924187 April 5, 2007	0924187 April 5, 2007	1, 5
US	MosaiQ	86178459 January 29, 2014	4820522 September 29, 2015	1, 5, 9, 10
ZA	MosaiQ	2016/01351 January 20, 2016	Pending	1
ZA	MosaiQ	2016/01352 January 20, 2016	Pending	5
ZA	MosaiQ	2016/01353 January 20, 2016	Pending	9

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Owner
ZA	MosaiQ	2016/01354 January 20, 2016	Pending	10
ZA	MosaiQ	2016/01355 January 20, 2016	Pending	44
CA	Q-Chek	1769243 February 24, 2016	Pending	1, 5
GB	Q-Chek	UK00003148957 February 10, 2016	UK00003148957 May 27, 2016	1, 5
ZA	Q-Chek	2016/03665 February 12, 2016	Pending	1
ZA	Q-Chek	2016/03666 February 12, 2016	Pending	5
CA	QUOTIENT MOSAIQ	1763922 January 19, 2016	Pending	1, 5, 9, 10, 44
EU	QUOTIENT MOSAIQ	012545836 January 29, 2014	012545836 February 15, 2015	1, 5, 9, 10, 44
US	QUOTIENT MOSAIQ	86178447 January 29, 2014	4820521 September 29, 2015	1, 5, 9, 10
ZA	QUOTIENT MOSAIQ	2016/01344 January 20, 2016	Pending	1
ZA	QUOTIENT MOSAIQ	2016/01345 January 20, 2016	Pending	5
ZA	QUOTIENT MOSAIQ	2016/01346 January 20, 2016	Pending	9

Country Code	Trademark	Serial No./Filing Date	Registration No./Issue Date	Owner
ZA	QUOTIENT MOSAIQ	2016/01347 January 20, 2016	Pending	10
ZA	QUOTIENT MOSAIQ	2016/01348 January 20, 2016	Pending	44