

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CVF BEADSEA LLC, as Collateral Agent		09/30/2015	Limited Liability Joint Stock Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HEALTH DIAGNOSTIC LABORATORY, INC.		
Street Address:	737 N. 5th Street		
Internal Address:	Suite 103		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	Corporation: VIRGINIA		
Name:	INTEGRATED HEALTH LEADERS, LLC		
Street Address:	737 N. 5th Street		
Internal Address:	Suite 103		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86544311		
Serial Number:	86051425		
Serial Number:	85950273	DPMP UNDERSTANDING CARDIOMETABOLIC DISEA	
Registration Number:	4630637	MY HEALTH COUNTS HEALTHDIAGNOSTICLABORAT	
Registration Number:	4375692	MYHDL.COM	
Serial Number:	85799727	HDL INC. BEYOND DISEASE DIAGNOSIS	
Serial Number:	85799713	HDL INC.	
Registration Number:	3967648	QUANTCARD	
Registration Number:	3703306	HS-OMEGA-3 INDEX	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6152446804

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: 615-850-8068

Email: trademarkdocket@wallerlaw.com

Correspondent Name: Dustin Timblin

Address Line 1: c/o Waller Lansden Dortch & Davis, LLP

Address Line 2: 511 Union Street, Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	028007.52448
--------------------------------	--------------

NAME OF SUBMITTER:	Dustin Timblin
---------------------------	----------------

SIGNATURE:	/DUSTIN TIMBLIN/
-------------------	------------------

DATE SIGNED:	01/18/2017
---------------------	------------

Total Attachments: 11

source=CVP HDL IP Security Agreement Release#page1.tif

source=CVP HDL IP Security Agreement Release#page2.tif

source=CVP HDL IP Security Agreement Release#page3.tif

source=CVP HDL IP Security Agreement Release#page4.tif

source=CVP HDL IP Security Agreement Release#page5.tif

source=CVP HDL IP Security Agreement Release#page6.tif

source=CVP HDL IP Security Agreement Release#page7.tif

source=CVP HDL IP Security Agreement Release#page8.tif

source=CVP HDL IP Security Agreement Release#page9.tif

source=CVP HDL IP Security Agreement Release#page10.tif

source=CVP HDL IP Security Agreement Release#page11.tif

NUNC PRO TUNC TERMINATION AND RELEASE

OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This *NUNC PRO TUNC* TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (the “Release”), effective as of September 30, 2015 (the “Effective Date”), by CVF BEADSEA LLC, as Collateral Agent and Administrative Agent (as defined in the Financing Agreement referred to below) (the “Collateral Agent”) in favor of HEALTH DIAGNOSTIC LABORATORY, INC. and INTEGRATED HEALTH LEADERS, LLC (collectively, the “Grantors”).

WHEREAS, Grantors and certain of their Affiliates entered into a Financing Agreement dated as of August 7, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with Collateral Agent and the Lender party thereto (capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Financing Agreement);

WHEREAS, each Grantor executed and delivered that certain Pledge and Security Agreement dated August 7, 2015, made by the Grantors and certain of their Affiliates to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Grantors granted to the Collateral Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and as a condition thereof executed (i) that certain Notice of Grant of Security Interest in Trademarks dated August 7, 2015 recorded with the U.S. Patent and Trademark Office at Reel 5596, Frame 0860, (ii) that certain Notice of Grant of Security Interest in Patents dated August 7, 2015 recorded with the U.S. Patent and Trademark Office at Reel 036292, Frame 0164 and (iii) that certain Notice of Grant of Security Interest in Copyrights dated August 7, 2015 recorded with the United States Copyright Office (collectively, the “IP Security Agreements”); and

WHEREAS, the Financing Agreement, Security Agreement, and Intellectual Property Security Agreements were terminated, and all security interests released, as of the Effective Date, and the parties seek to ensure that U.S. Patent and Trademark Office and U.S. Copyright Office accurately reflect such release and termination;

NOW THEREFORE, for value received, the Collateral Agent hereby confirms the termination and release, effective as of the Effective Date, of any and all liens and security interests in intellectual property rights granted and pledged to it by the Grantors pursuant to the Financing Agreement, Security Agreement, and the IP Security Agreements (collectively, the “IP Collateral”), including but not limited to:

- (i) the patents and patent applications set forth in Schedule A attached hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantors, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C attached hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and any other rights of any kind whatsoever of such Grantors accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral (as defined below) or arising from any of the foregoing.

For the avoidance of doubt, “IP Collateral” includes any intellectual property in which Collateral Agent claimed a security interest pursuant to the Financing Agreement, Security Agreement, and the IP Security Agreements.

To the extent the Collateral Agent retains any interest in any IP Collateral, the Collateral Agent hereby assigns, transfers and conveys to the Grantors all of the Collateral Agent’s right, title and interest, now owned or hereinafter acquired pursuant to the Security Agreement, the Intellectual Property Security Agreements and any documents, instruments or agreements related thereto.

The Collateral Agent shall, at the Grantors’ cost and expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantors to more fully and effectively effectuate the purposes of this release. The Collateral Agent hereby authorizes Grantors, or Grantors’ designee, to prepare and file any other documents as may be required to terminate or release the Collateral Agent’s interest in any IP Collateral. Delivery of an executed signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Release.

(Signature Page Follows)

Accepted and agreed to as of the date first above written.

CVF BEADSEA LLC, as Collateral Agent

By: 

Name: Grant Pothast

Title: Managing Director

TRADEMARK

REEL: 005968 FRAME: 0678

Schedule A

Patents

A. Health Diagnostic Laboratory, Inc.

No.	Patent Title	Application No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date
1	SETS OF DIGITAL ANTIBODIES DIRECTED AGAINST SHORT EPITOPES, AND METHODS USING SAME	10687174 10-15-2003	20040166106 08-26-2004	7252954 08-07-2007
2	METHODS OF DETERMINING CONTRIBUTIONS TO METABOLIC PATHWAYS	11296829 12-06-2005	20060084129 04-20-2006	7498128 03-03-2009
3	MULTIPLEX PROTEIN FRACTIONATION	11717280 03-12-2007	20080176246 07-24-2008	8097425 01-17-2012
4	LIPIDOMICS APPROACHES FOR CENTRAL NERVOUS SYSTEM DISORDERS	12091213 12-10-2008	20090305323 12-10-2009	8637321 01-28-2014
5	DIABETES-RELATED BIOMARKERS AND METHODS OF USE THEREOF	12106070 04-18-2008	20090012716 01-08-2009	8119358 02-21-2012
6	LIPIDOMIC APPROACHES TO DETERMINING DRUG RESPONSE PHENOTYPES IN CARDIOVASCULAR DISEASE	12257957 10-24-2008	2009197242 08-06-2009	8137977 03-20-2012
7	SYSTEMS AND METHODS FOR DEVELOPING DIAGNOSTIC TESTS BASED ON BIOMARKER INFORMATION FROM LEGACY CLINICAL SAMPLE SETS	12300019 06-29-2009	20110098187 04-28-2011	8232065 07-31-2012
8	DIABETES-RELATED BIOMARKERS AND METHODS OF USE THEREOF	12501385 07-10-2009	20090271124 10-29-2009	7723050 05-25-2010
9	METABOLIC MARKERS OF DIABETIC CONDITIONS AND METHODS OF USE THEREOF	12528065 04-06-2010	20100197028 08-05-2010	--
10	MARKERS ASSOCIATE WITH ARTERIOVASCULAR EVENTS AND METHODS OF USE THEREOF	12755146 04-06-2010	20110008805 01-13-2011	9057736 06-16-2015

No.	Patent Title	Application No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date
11	DIABETES-RELATED BIOMARKERS AND METHODS OF USE THEREOF	13253578 10-05-2011	20120179484 07-12-2012	8409816 04-02-2013
12	METHOD FOR DETERMINING RISK OF DIABETES	13504478 08-15-2012	20120309030 12-06-2012	--
13	PROTEIN AND LIPID BIOMARKERS PROVIDING CONSISTENT IMPROVEMENT TO THE PREDICTION OF TYPE 2 DIABETES	13504720 09-17-2012	20120328594 12-27-2012	--
14	SYSTEMS AND METHODS FOR DEVELOPING DIAGNOSTIC TESTS BASED ON BIOMARKER INFORMATION FROM LEGACY CLINICAL SAMPLE SETS	13561913 07-30-2012	20120289434 11-15-2012	8357497 01-22-2013
15	SYSTEMS AND METHODS FOR DEVELOPING DIAGNOSTIC TESTS BASED ON BIOMARKER INFORMATION FROM LEGACY CLINICAL SAMPLE SETS	13746216 01-21-2013	20130267442 10-10-2013	--
16	OSTEOPOROSIS ASSOCIATED MARKERS AND METHODS OF USE	13793791 03-11-2013	20140072571 03-13-2014	--
17	RAPID AND HIGH-THROUGHPUT ANALYSIS OF STEROLS/STANOLS OR DERIVATIVES THEREOF	13797560 03-12-2013	20130316462 11-28-2013	--
18	DIABETES-RELATED BIOMARKERS AND METHODS OF USE THEREOF	13826398 03-14-2013	20140147850 05-29-2014	9034585 05-19-2015
19	PROCESS AND APPARATUS FOR RAPID, HIGH-THROUGHPUT ANALYSIS OF FATTY ACIDS	13827447 03-14-2013	20130316388 11-28-2013	--
20	COMPOSITION AND METHOD FOR GEL ELECTROPHORESIS WITH IN-SITU CALIBRATION	13904830 05-29-2013	20130319864 12-05-2013	9005419 04-14-2015
21	METHOD FOR DETERMINING AND MANAGING TOTAL CARDIODIABETES RISK	14038698 09-26-2013	20140324460 10-30-2014	--

No.	Patent Title	Application No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date
22	SYSTEM AND METHOD FOR AUTOMATICALLY GENERATING A HISTORICAL HEALTH TREND GRAPH FOR A PATIENT	14043646 10-01-2013	20140095193 04-03-2014	--
23	LAB RACK ROTATOR AND METHODS THEREOF	14074306 11-07-2013	20140133264 05-15-2014	--
24	METHOD OF DETECTION OF OCCULT PANCREATIC BETA CELL DYSFUNCTION IN NORMOGLYCEMIC PATIENTS	14153994 01-13-2014	20140200177 07-17-2014	--
25	METHOD OF DETECTION OF CLINICALLY SIGNIFICANT POST-PRANDIAL HYPERGLYCEMIA IN NORMOGLYCEMIC PATIENTS	14154074 01-13-2014	20140200178 07-17-2014	--
26	FLOURESCENT IN-SITU DETECTION OF LIPID PARTICLE APOLIPOPROTEINS WITHIN PRIMARY ELECTROPHORETIC MATRIX	14194142 02-28-2014	20140243431 08-28-2014	--
27	METHOD OF DETERMINING PRIOR HISTORY OF ISCHEMIC STROKE FOR CURRENT RISK EVALUATION AND THERAPY GUIDANCE	14209941 03-13-2014	20140274975 09-18-2014	--
28	UNHEATED EXTRACTION OF GENOMIC DNA IN AN AUTOMATED LABORATORY SYSTEM	14210884 03-14-2014	20140272971 09-18-2014	--
29	METHOD OF GENERATING AN INDEX SCORE FOR MBL DEFICIENCY TO PREDICT CARDIODIABETES RISK	14216850 03-17-2014	20140274891 09-18-2014	--
30	METHODS FOR PURIFYING NUCLEIC ACIDS AND DEVICES THEREOF	14278910 05-15-2014	20140343268 11-20-2014	--
31	CYLINDER CAM FOR GEL ELECTROPHORESIS	14470543 08-27-2014	20150060278 03-05-2015	--
32	METHODS OF INITIATING A WORKFLOW AND DEVICES THEREOF	14504105 10-01-2014	20150095057 04-02-2015	--

No.	Patent Title	Application No./ Filing Date	Publication No./ Publication Date	Patent No./ Issue Date
33	METHODS FOR LABORATORY SAMPLE TRACKING AND DEVICES THEREOF	14504120 10-01-2014	20150095058 04-02-2015	--
34	TEST TUBE RACK INSERT DEVICE	14519568 10-21-2014	20150108076 04-23-2015	--
35	DIABETES-RELATED BIOMARKERS AND METHODS OF USE THEREOF	14559058 12-03-2014	20150193587 07-09-2015	--
36	LABORATORY CONSUMABLE DRYING DEVICE	14575374 12-18-2014	20150168065 06-18-2015	--
37	LP(A) SUBFORM SIZE IDENTIFICATION USING ZONAL GEL IMMUNOFIXATION ELECTROPHORESIS	14575836 12-18-2014	20150168429 06-18-2015	--
38	METHODS FOR AGGREGATE REPORTING OF HEALTH DATA AND DEVICES THEREOF	14579639 12-22-2014	20150178466 06-25-2015	--
39	COMPOSITION AND METHOD FOR GEL ELECTROPHORESIS WITH IN-SITU CALIBRATION	14670609 03-27-2015	--	--
40	MARKERS ASSOCIATED WITH ARTERIOVASCULAR EVENTS AND METHODS OF USE THEREOF	14704286 05-05-2015	--	--

B. Integrated Health Leaders, LLC

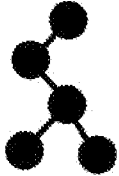
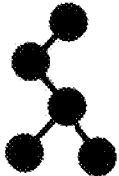





No.	Patent Title	Application No.	Publication No.	Patent No.
1	Fatty Acid Pattern Analysis For Predicting Acute Coronary Syndrome	12421784 04-10-2009	20100021956 01-28-2010	8420344 04-16-2013
2	Fatty Acid Pattern Analysis For Predicting Acute Coronary Syndrome	13797505 03-12-2013	20130260408 10-03-2013	--

No.	Patent Title	Application No.	Publication No.	Patent No.
3	Fatty Acid Pattern Analysis For Predicting Acute Coronary Syndrome	14717698 05-20-2015	--	--
4	Blood Based Methods For Assessing Adolescent Depression In A Subject	12274764 11-20-2008	20100125416 05-20-2010	--

Schedule B

Trademarks

A. Health Diagnostic Laboratory, Inc.

No.	Trademark	App. No.	Reg. No.
1		86544311	
2		86051425	
3		85950273	
4		85799833	4630637
5		85799760	4375692
6		85799727	
7		85799713	

B. Integrated Health Leaders, LLC

No.	Trademark	App. No.	Reg. No.
1	QuantCard	85008109	3967648
2	HS-Omega-3 Index	77620155	3703306

Schedule C

Copyrights

A. Health Diagnostic Laboratory, Inc.

No.	Title	Copyright Number	Registration Date
1	HDL Full Report	TX0007967392	04-15-2014
2	Lipoparticle Model	VA0001883125	09-25-2013
3	Lipoparticle Model Pullout Cards	TX0007796253	10-04-2013
4	Lipoprotein Lp(a)-P Page	TX0007910438	04-15-2014
5	System/Organ Report	TX0007917136	04-15-2014
6	Sterol Page	TX0008061421	04-15-2014
7	Trend Line Page	TX0008003388	04-15-2014
8	Biometrics Page	TX0008061419	04-15-2014
9	DPMP Page	TX0008061425	04-15-2014
10	Fatty Acid Page	TX0008002976	04-15-2014