

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426878

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bostwick Laboratories, Inc.		05/04/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Poplar Healthcare, PLLC		
<b>Street Address:</b>	3495 Hacks Cross Road		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38125		
<b>Entity Type:</b>	Professional Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87304053	AMERICAN INTERNATIONAL PATHOLOGY LABORAT	
<b>Serial Number:</b>	87304039	AMERICAN INTERNATIONAL PATHOLOGY LABORAT	
<b>Registration Number:</b>	5100009	CYTOLOGYPRO XT	
<b>Serial Number:</b>	87018067	CPROXT	
<b>Registration Number:</b>	4571895	PATHOLOGY IS PERSONAL	
<b>Registration Number:</b>	4399977	CYTOLOGYPRO	
<b>Registration Number:</b>	4399582	CERVYSION	
<b>Registration Number:</b>	4253959	PROSTAVYSION	
<b>Registration Number:</b>	4253958	PROSTACLEAR	
<b>Registration Number:</b>	4300420	BLADDERVYSION	
<b>Registration Number:</b>	3229251	UROPREDICT	
<b>Registration Number:</b>	3205212	BOSTWICK LABORATORIES	
<b>Registration Number:</b>	3205211	BOSTWICK LABORATORIES	
<b>Registration Number:</b>	3180366	GYNECOR	
<b>Registration Number:</b>	3180365	GASTROCOR	
<b>Registration Number:</b>	3120611	B FOR ABSOLUTE CONFIDENCE	
<b>Registration Number:</b>	3134380	MICROVYSION	
<b>Registration Number:</b>	3290966	THE NEXT GENERATION MOLECULAR TEST FOR P	
<b>Registration Number:</b>	3324311	PCA3PLUS	

OP \$865.00 87304053

Property Type	Number	Word Mark
Registration Number:	3414584	WEBDOX
Registration Number:	3428460	DERMATOCOR
Registration Number:	3610422	HEMATOCOR
Registration Number:	3180367	UROMAX24
Registration Number:	3909482	AMERICAN INTERNATIONAL PATHOLOGY LABORAT
Registration Number:	3909481	AMERICAN INTERNATIONAL PATHOLOGY LABORAT
Registration Number:	3859471	FAIRFAX IDENTITY
Registration Number:	3866667	FAIRFAX IDENTITY
Registration Number:	3883340	UTEROFISH
Registration Number:	3459206	QC SCIENCES
Registration Number:	3317042	GYN FOR ABSOLUTE CONFIDENCE
Registration Number:	3429683	TRUTEST
Registration Number:	3301361	RENALVYSION
Registration Number:	3293424	NEPHROCOR
Registration Number:	2765291	FOR ABSOLUTE CONFIDENCE

**CORRESPONDENCE DATA**

**Fax Number:** 8008589170  
*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:** 2128082700  
**Email:** rizzosd@pepperlaw.com  
**Correspondent Name:** Pepper Hamilton LLP  
**Address Line 1:** 620 EIGHTH AVENUE  
**Address Line 2:** 37TH FLOOR  
**Address Line 4:** NEW YORK, NEW YORK 10018

<b>ATTORNEY DOCKET NUMBER:</b>	145125.3
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo
<b>SIGNATURE:</b>	/Samantha Rizzo/
<b>DATE SIGNED:</b>	05/09/2017

**Total Attachments: 9**  
source=BostwickLabs\_IP Assignment\_5.4.2017#page1.tif  
source=BostwickLabs\_IP Assignment\_5.4.2017#page2.tif  
source=BostwickLabs\_IP Assignment\_5.4.2017#page3.tif  
source=BostwickLabs\_IP Assignment\_5.4.2017#page4.tif  
source=BostwickLabs\_IP Assignment\_5.4.2017#page5.tif  
source=BostwickLabs\_IP Assignment\_5.4.2017#page6.tif  
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source=BostwickLabs\_IP Assignment\_5.4.2017#page9.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated May 4, 2017 is entered into by and between Bostwick Laboratories, Inc., a Delaware corporation ("Assignor") and Poplar Healthcare, PLLC, a Tennessee professional limited liability company ("Assignee"). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement and Sale Order.

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated March 20, 2017, by and between Assignor and Assignee, and in accordance with the authority granted the undersigned pursuant to an Order (I) Authorizing and Approving the Sale of Substantially All of the Debtors' Assets Free and Clear Of All Claims, Liens, Rights, Interests and Encumbrances, (II) Approving The Asset Purchase Agreement and (III) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases (the "Sale Order"), entered on April 28, 2017, in the bankruptcy proceeding, In re: Bostwick Laboratories, Inc. et al., Case No. 17-105570 pending in the United States Bankruptcy Court for the District of Delaware, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to all of the Intellectual Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest in and to the Intellectual Property, including without limitation the Intellectual Property set forth on Schedule A, together with all goodwill associated with any of the foregoing. This Assignment includes the right to make applications to protect any of the foregoing in any country or region, all renewal rights therein, the right to obtain registrations of the Intellectual Property throughout the world, the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Further Assurances. Assignor, at any time as and when reasonably requested by Assignee after the Closing, shall execute, acknowledge, and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, reasonably requested by Assignee and shall take any other action consistent with the terms of this IP Assignment that may reasonably be requested by Assignee for the purpose of assigning, transferring, granting, conveying and confirming to Assignee, or reducing to possession, any and all right, title and interest sold, conveyed, assigned, transferred and delivered by this IP Assignment.

3. Binding Effect. This IP Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All representations,

warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Purchased Asset shall restrict, impair, reduce, expand or otherwise modify the rights or obligations of the parties under, or the terms of, the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein. In the event that any provision of this IP Assignment is construed to conflict with a provision in the Purchase Agreement, the parties agree that the provision in the Purchase Agreement shall be controlling.

4. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.


5. Counterparts; Execution By Electronic Means. This IP Assignment may be executed simultaneously in two or more counterparts, which counterparts may be exchanged electronically (by fax or by a "PDF" file sent by electronic mail), and each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of this page was intentionally left blank; signature pages to follow]*

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

BOSTWICK LABORATORIES, INC.

By:   
Name: James D. Carroll  
Title: Chief Restructuring Officer

ASSIGNEE:

POPLAR HEALTHCARE, PLLC

By:   
Name: James D. Carroll  
Title: CEO

*[Signature page to Intellectual Property Assignment Agreement]*

Schedule A

Trademarks

<u>Country</u>	<u>Mark</u>	<u>Serial No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
US	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES	87304053	01/17/2017
	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES		
US	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES	87304039	01/17/2017
	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES		
US	CYTOLOGYPRO XT	87018039 / 5100009	04/28/2016 12/13/2016
	CYTOLOGYPRO XT		
US	CProXT	87018067	04/28/2016
	CProXT		
US	PATHOLOGY IS PERSONAL	86146280 / 4571895	12/17/2013 07/22/2014
	PATHOLOGY IS PERSONAL		

*[Schedule A to Intellectual Property Assignment Agreement]*

US CYTOLOGYPRO 85842543 / 02/06/2013  
4399977 09/10/2013

CYTOLOGYPRO

US CERVYSION 85835915 / 01/29/2013  
4399582 09/20/2013

CERVYSION

US PROSTAVYSION 85605512 / 04/23/2012  
4253959 12/04/2013

The logo for ProstaVysion, featuring a stylized 'P' icon followed by the brand name in a bold, sans-serif font.

US PROSTACLEAR 85605505 / 04/23/2012  
4253958 12/04/2012

PROSTACLEAR

US BLADDERVYSION 85605497 / 04/23/2012  
4300420 03/12/2013

BLADDERVYSION

US UROPREDICT 78762446 / 11/29/2005  
3229251 04/17/2007

UROPREDICT

US BOSTWICK LABORATORIES 78691540 / 08/12/2005  
3205212 02/06/2007

**BOSTWICK  
LABORATORIES**

*[Schedule A to Intellectual Property Assignment Agreement]*

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**TRADEMARK  
REEL: 006053 FRAME: 0313**

US BOSTWICK LABORATORIES 78691529 / 08/12/2005  
3205211 02/06/2007

BOSTWICK LABORATORIES

US GYNECOR 78762430 / 11/29/2005  
3180366 12/05/2006

GYNECOR

US GASTROCOR 78762423 / 11/29/2005  
3180365 12/05/2006

GASTROCOR

US B FOR ABSOLUTE CONFIDENCE 78691590 / 08/12/2005  
3120611 07/25/2006



US MICROVYSION 78620037 / 04/29/2005  
3134380 08/22/2006

MICROVYSION

US THE NEXT GENERATION MOLECULAR 78935987 / 07/24/2006  
TEST FOR PROSTATE CANCER 3290966 09/11/2007

THE NEXT GENERATION  
MOLECULAR TEST FOR  
PROSTATE CANCER

*[Schedule A to Intellectual Property Assignment Agreement]*

647785745 1/1

**TRADEMARK**  
**REEL: 006053 FRAME: 0314**



US	PCA3PLUS	78899431 / 3324311	06/02/2006 10/30/2007
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PCA3PLUS

US	WEBDOX	78823078 / 3414584	02/24/2006 04/22/2008
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WEBDOX

US	DERMATOCOR	78823051 / 3428460	02/24/2006 05/13/2008
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DERMATOCOR

US	HEMATOCOR	78823028 / 3610422	02/24/2006 04/21/2009
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HEMATOCOR

US	UROMAX24	78762434 / 3180367	11/29/2005 12/05/2006
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UROMAX24

US	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES	77804769 / 3909482	08/14/2009 01/18/2011
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AMERICAN INTERNATIONAL  
PATHOLOGY LABORATORIES

*[Schedule A to Intellectual Property Assignment Agreement]*

US	AMERICAN INTERNATIONAL PATHOLOGY LABORATORIES	77804759 / 3909481	08/14/2009 01/18/2011
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AMERICAN INTERNATIONAL  
PATHOLOGY LABORATORIES

US	FAIRFAX IDENTITY	77884498 / 3859471	12/03/2009 10/12/2010
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FAIRFAX IDENTITY

US	FAIRFAX IDENTITY	77885051 / 3866667	12/03/2009 10/26/2010
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Fairfax  
Identity

US	UTEROFISH	77503700 / 3883340	06/20/2008 11/30/2010
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UTEROFISH

US	QC SCIENCES QC SCIENCES	77234789 / 3459206	07/20/2007 07/01/2008
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*[Schedule A to Intellectual Property Assignment Agreement]*

US GYN FOR ABSOLUTE CONFIDENCE 77153013 / 04/10/2007  
3317042 10/23/2007



US TRUTEST 77152963 / 04/10/2007  
3429683 05/20/2008

TRUTEST

US RENALVYSION 77090261 / 01/24/2007  
3301361 10/02/2007

RENALVYSION

US NEPHROCOR 77090246 / 01/24/2007  
3293424 09/18/2007  
NEPHROCOR

US FOR ABSOLUTE CONFIDENCE 76358801 / 01/15/2002  
2765291 09/16/2003  
FOR ABSOLUTE CONFIDENCE

Domain Names  
qsciences.com

*[Schedule A to Intellectual Property Assignment Agreement]*

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