

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDX MEDICAL, INC.		05/25/2017	Corporation: DELAWARE
UCOMPARE HOLDINGS, LLC		05/25/2017	Limited Liability Company: DELAWARE
MDX-HL HOLDINGS, LLC		05/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC. AS AGENT		
Street Address:	400 HAMILTON AVE., STE. 310		
Internal Address:	ATTN: LEGAL DEPARTMENT		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4925593	VITALS SMARTSHOPPER	
Registration Number:	4743643	VITALSCHOICE	
Registration Number:	4742748	VITALS	
Registration Number:	4742744	VITALS	
Registration Number:	5007456	SMARTSHOPPER	
Registration Number:	4574546	U UCOMPAREHEALTHCARE	
Registration Number:	3989714	COMPASS SMARTSHOPPER	
Registration Number:	3612937	VITALS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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>			
Phone:	858-5501-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		

CH \$215.00 4925593

Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 305866-1025 MDX

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 05/30/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 25, 2017 by and among HERCULES CAPITAL, INC., a Maryland corporation (“Agent”), and MDX MEDICAL, INC., a Delaware corporation (“MDX”), UCOMPARE HOLDINGS, LLC, a Delaware limited liability company (“UCH”) and MDX-HL HOLDINGS, LLC, a Delaware limited liability company (“HL”; together with MDX and UCH, each a “Grantor” and collectively, “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as “Lender”), Agent and Grantors, dated as of May 25, 2017 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Each Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Lender, Agent and Grantors, each Grantor grants and pledges to Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Intellectual Property Collateral”). Notwithstanding the foregoing, the “Intellectual Property Collateral” shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

160 Chubb Avenue, Suite 301
Lyndhurst, NJ 07071
Attn: Chief Financial Officer

GRANTORS:

MDX MEDICAL, INC.

By: Bryan Perler
Name: Bryan Perler
Title: CFO

Address of Grantor:

c/o MDX MEDICAL, INC.
160 Chubb Avenue, Suite 301
Lyndhurst, NJ 07071
Attn: Chief Financial Officer

UCOMPARE HOLDINGS, LLC

By: Bryan Perler
Name: Bryan Perler
Title: CFO

Address of Grantor:

c/o MDX MEDICAL, INC.
160 Chubb Avenue, Suite 301
Lyndhurst, NJ 07071
Attn: Chief Financial Officer

MDX-HL HOLDINGS, LLC

By: Bryan Perler
Name: Bryan Perler
Title: CFO

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: _____
Name: _____
Title: _____

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MDX-HL HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: Zhuo Huang

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
MDX	Method for determining the quality of a professional	8,694,441	04/08/14
MDX	Method for searching a professional	11/928,417	10/30/07
MDX	Method for generating professional database	12/204,367	09/04/08
MDX	Method for comparison of health care product costs	13/246,060	09/27/11
MDX	Method for tabling provider data	14/293,918	06/02/14
MDX	Method for incorporation referral pattern data	14/300,802	06/10/14

EXHIBIT C
TRADEMARKS

Owner	Description	Registration/ Serial Number	Registration/ Application Date
MDX	VITALS SMARTSHOPPER	4,925,593	03/29/16
MDX	VITALSCHOICE	4,743,643	05/26/15
MDX	VITALS	4,742,748	05/26/15
MDX	VITALS	4,742,744	05/26/15
MDX	SMARTSHOPPER	5,007,456	07/26/16
MDX	UCOMPAREHEALTHCARE	4,574,546	07/29/14
MDX	COMPASS SMARTSHOPPER	3,989,714	07/05/11
MDX	VITALS	3,612,937	04/28/09