

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436493

<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>
Midcap Financial Trust, Seller		03/17/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midcap Funding IV Trust, Buyer		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 200		
<b>Internal Address:</b>	c/o Midcap Financial Services, LLC, as Servicer		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Other: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3363895	EPITYPER	
<b>Registration Number:</b>	3228569	IPLEX	
<b>Registration Number:</b>	4031877	ISEQ	
<b>Registration Number:</b>	2878299	MASSARRAY	
<b>Registration Number:</b>	2767429	MASSEXTEND	
<b>Registration Number:</b>	2602034	SPECTROCHIP	
<b>Registration Number:</b>	4733377	HEMO ID	
<b>Registration Number:</b>	4633026	LUNGCARTA	
<b>Serial Number:</b>	86309704	AGENA BIOSCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		

OP \$240.00 3363895

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Joyce Miller
<b>SIGNATURE:</b>	/Joyce Miller/
<b>DATE SIGNED:</b>	07/25/2017
<b>Total Attachments: 7</b> source=Sale_Assignment_MCF_to_Midcap#page1.tif source=Sale_Assignment_MCF_to_Midcap#page2.tif source=Sale_Assignment_MCF_to_Midcap#page3.tif source=Sale_Assignment_MCF_to_Midcap#page4.tif source=Sale_Assignment_MCF_to_Midcap#page5.tif source=Sale_Assignment_MCF_to_Midcap#page6.tif source=Sale_Assignment_MCF_to_Midcap#page7.tif	

SALE ASSIGNMENT NO. 188

SALE ASSIGNMENT NO. 188, dated as of March 17, 2017, from Midcap Financial Trust ("Seller"), to Midcap Funding IV Trust ("Buyer").

1. We refer to the Purchase and Sale Agreement, dated as of May 26, 2010 (as amended, the "Purchase Agreement"), by and among Seller, Midcap Funding I Trust, and Buyer.
2. Defined Terms. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.
3. Designation of Additional Purchased Receivables. Seller delivers herewith a computer file or microfiche list containing a true and complete list of the Notes Receivable to be Purchased on this Purchase Date, Identified by account number, the Net Book Value and Purchase Price of each Note Receivable to be transferred hereunder as of the relevant Cut-Off Date applicable to such Note Receivable. Such computer file, microfiche list or other documentation shall be as of the date of this Sale Assignment incorporated into and made part of this Sale Assignment and is marked as Schedule I to this Sale Assignment.
4. Seller does hereby sell, transfer, assign, set over and otherwise convey to Buyer, and Buyer hereby purchases and takes from Seller, all right, title and interest of Seller in, to and under all accounts, general intangibles, instruments, chattel paper, documents, money, letters of credit, advices of credit, deposit accounts, certificates of deposit, investment property, goods and other property consisting of, arising from or related to any of the following property, whether now owned or existing or hereafter created, arising or acquired and wherever located (collectively, the "Purchased Assets"):
  - (a) the Purchased Receivables that are identified by Seller as of the initial Cut-Off Date, which are listed on Schedule I, and the Purchased Receivables that are identified by Seller as of any subsequent Cut-Off Date, which are listed on Schedule I, together with all monies due in payment of, and all other Collections in respect of, such Purchased Receivables on and after the relevant Cut-Off Date;
  - (b) the Purchased Receivable Files and all Related Assets with respect to the Purchased Receivables referred to in clause (a) above; and
  - (c) all Collections and other income or proceeds related to or derived from any of the foregoing.
5. (a) Seller hereby resigns as the "agent", "administrative agent" or "collateral agent" under the Purchased Assets effective upon the Purchase Date, and Buyer hereby unconditionally and expressly accepts, assumes, confirms and agrees to perform and observe the covenants, rights, promises, agreements, terms, conditions, obligations, duties and liabilities of the "agent", "administrative agent" or "collateral agent" (to the extent those titles or roles were previously held by Seller) under the Purchased Assets. In connection with the agency succession described herein, without the need for any further action and effective immediately (i) Buyer shall succeed to and become vested with all of the rights, benefits, powers and duties of Seller as "Agent", "Administrative Agent" or "Collateral Agent"

under the Purchased Assets, and the terms "Agent", "Administrative Agent" or "Collateral Agent" as used in the Purchased Assets, to the extent they previously referred to Seller, shall, as between Seller and Buyer, hereafter mean and refer to Buyer, (ii) Seller's appointment, powers and duties as "Agent," "Administrative Agent" or "Collateral Agent" under the Purchased Assets shall terminate without any other further act or deed on the part of Seller, (iii) the provisions of the Purchased Assets providing for indemnities to and defense of the "Agent," "Administrative Agent" or "Collateral Agent" shall continue to inure to Seller's benefit, and (iv) Seller authorizes Buyer to file any assignments or amendments of security documents that Buyer deems necessary or desirable to evidence Buyer's succession as "Agent," "Administrative Agent" or "Collateral Agent" under the Purchased Assets to which the Seller is a party.

(b) As a supplement to and in no way in limitation of the provisions above, Seller hereby assigns any and all liens and security interests in the collateral granted in any Purchased Assets to Buyer, for itself and on behalf of the lenders thereunder. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect. Without limiting the generality of the foregoing, any reference to Seller on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Buyer, shall, with respect to such liens and security interests, constitute a reference to Seller as collateral agent for Buyer. Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, Seller hereby agrees, to the extent that any lien relating to any Purchased Assets is not effectively assigned to Buyer as of the date hereof, to act as the collateral agent for Buyer, as agent with respect to all liens and security interests under the Purchased Assets until such date as Buyer may request (it being understood and agreed that any reference to Seller on any publicly filed document, to the extent such filing relates to the liens assigned hereby and until such filing is modified to reflect the interests of Buyer, shall, with respect to such liens, constitute a reference to Seller as collateral agent of Buyer).

6. Ratification of the Purchase Agreement. The Purchase Agreement is hereby ratified, and all references to the "Purchase and Sale Agreement," to "this Purchase Agreement" and "herein" shall be deemed from and after the Purchase Date to be a reference to the Purchase Agreement as supplemented by this Sale Assignment. Except as expressly amended hereby, all the representations, warranties, terms covenants and conditions of the Purchase Agreement shall remain unamended and shall continue to be, and shall, remain, in full force and effect in accordance with its terms and except as expressly provided herein shall not constitute or be deemed to constitute a waiver of compliance with or consent to non-compliance with any term or provision of the Purchase Agreement.

7. **THIS SALE ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES).**

[Remainder of Page Intentionally Left Blank]

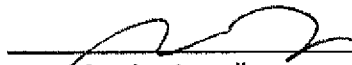
**IN WITNESS WHEREOF**, Seller has caused this Assignment to be executed by its authorized officer as of the date first above written.

**SELLER:**

**MIDCAP FINANCIAL TRUST,**  
a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

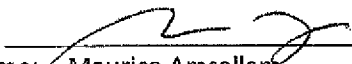
Address:  
c/o MidCap Financial Services, LLC, as Servicer  
7255 Woodmont Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: Portfolio Management  
Fax No.: 301-941-1450

**BUYER:**

**MIDCAP FUNDING IV TRUST,**  
a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

Address:  
c/o MidCap Financial Services, LLC, as Servicer  
7255 Woodmont Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: Portfolio Management  
Fax No.: 301-941-1450

SCHEDULE I TO SALE ASSIGNMENT NO. 188 FROM MIDCAP FINANCIAL TRUST (SELLER) TO MIDCAP FUNDING IV TRUST (BUYER):

DATED: March 17, 2017

[1 NOTE RECEIVABLE]

	NOTE RECEIVABLE	MAKER/OBLIGOR	Purchase Price and Net Book Value	Maturity Date
1	Revolving Loan Note dated as of the date hereof, made by Maker and payable to the order of Midcap Financial Trust, in the principal amount of [REDACTED] [Agena Revolving Loan]	Agena Bioscience, Inc., a Delaware corporation	\$ _____,00	February 1, 2022

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION**

This Bill of Sale, Assignment and Assumption is made as of March 17, 2017, by Midcap Financial Trust, a Delaware statutory trust, as "Seller", and Midcap Funding IV Trust, a Delaware statutory trust, as "Buyer."

Seller hereby sells, assigns, transfers, sets-over and conveys unto Buyer without recourse, representation or warranty (other than as expressly provided in that certain Purchase and Sale Agreement dated May 26, 2010 (the "Purchase Agreement") among Midcap Financial Trust, Midcap Funding I Trust and Midcap Funding IV Trust, as amended, restated or supplemented from time to time), and Buyer hereby assumes, all of Seller's right, title, interest and obligations arising under the "Purchased Assets" (as defined below); provided, that the foregoing assignment and assumption is subject to the terms, covenants and conditions of the Purchase Agreement.

The term "Purchased Assets" shall mean, collectively, the promissory note(s) identified on Schedule I, all "Credit Agreements" or "Loan Agreements" defined therein and all "Financing Documents" defined therein or in any such Credit Agreement or Loan Agreement (collectively, the "Loan Assets"), and shall include, without limitation:

- (a) all right, title and interest of Seller in, to and under, all accounts, general intangibles, instruments, chattel paper, documents, money, letters of credit, advices of credit, deposit accounts, certificates of deposit, investment property, goods and other property consisting of, arising from or related to any of the Loan Assets, whether now owned or existing or hereafter created, arising or acquired and wherever located,
- (b) all files, books and records pertaining to any of the foregoing;
- (c) all of Seller's right, title and interest in and to:
  - (1) any collateral securing such Loan Assets (to the extent of a Seller's interest therein), including all proceeds from any sale or other disposition of such collateral;
  - (2) all accrued but unpaid amounts due and owing with respect to such Loan Assets as of the effective date of the transfer for such Loan Assets (as set forth in the Purchase Agreement or schedule thereto) and all monies due or to become due in payment of such Loan Assets on or after such date, including any liquidation proceeds or other proceeds received with respect thereto;
  - (3) all documents, agreements, and instruments contained in any loan file pertaining to the Loan Assets;
  - (4) any insurance proceeds with respect to any Loan Assets or any collateral related thereto;
  - (5) all security interests, liens, guaranties, mortgages or other encumbrances and property subject thereto from time to time purporting to secure or support payment of any Loan Assets, together with all UCC financing statements or similar filings relating thereto;
  - (6) all service contracts and other contracts and agreements associated with any Loan Assets; and
  - (7) the proceeds of each of the foregoing;
- (d) all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds, payments and prepayments of principal, interest, fees, penalties, payments under policies of title, hazard or other insurance, payments under supporting obligations and other payments) paid with respect to or in connection with the Loan Assets.

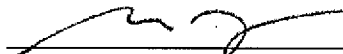
[signature page to Bill of Sale, Assignment and Assumption]

**SELLER:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner


By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**BUYER:**

**MIDCAP FUNDING IV TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory



**Schedule I**

Revolving Loan Note dated as of March 17, 2017, made by Maker and payable to the order of Midcap Financial Trust, in the principal amount of [REDACTED].

For purposes of this Agreement, the Maker means Agena Bioscience, Inc., a Delaware corporation.