

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436816

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRECISION TOXICOLOGY, LLC		07/25/2017	Limited Liability Company: CALIFORNIA
PRECISION TOXICOLOGY HOLDINGS, INC.		07/25/2017	Corporation: DELAWARE
PT INTERMEDIATE HOLDINGS, INC.		07/25/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	CALIFORNIA
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	87096334	PRECISION DDI
Registration Number:	5078591	PRECISION DIAGNOSTICS
Registration Number:	5078596	PRECISION TBM
Registration Number:	4714725	PRECISION TOXICOLOGY
Serial Number:	86509931	PRECISION TOXICOLOGY BENEFIT MANAGEMENT
Registration Number:	4714726	PRECISION TOXICOLOGY WHERE SCIENCE MEETS

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

TRADEMARK

Address Line 4:	SAN DIEGO, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	036703-1858 Precision
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	07/27/2017
Total Attachments: 6 source=Precision IPSA_Executed#page1.tif source=Precision IPSA_Executed#page2.tif source=Precision IPSA_Executed#page3.tif source=Precision IPSA_Executed#page4.tif source=Precision IPSA_Executed#page5.tif source=Precision IPSA_Executed#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 25, 2017, by and among COMERICA BANK ("Bank"), PRECISION TOXICOLOGY, LLC, a California limited liability company ("Precision"), PRECISION TOXICOLOGY HOLDINGS, INC., a Delaware corporation ("Holdings") and PT INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Intermediate") (Precision, Holdings and Intermediate are each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (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). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (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, but excluding the Excluded Property .

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank. Signature page follows.]

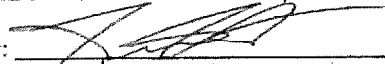
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6755 Mira Mesa Boulevard #123-153
San Diego, CA 92121
Attn: Jason Hansen

GRANTORS:

PRECISION TOXICOLOGY, LLC

By: 
Name: Jason Hansen
Title: CEO

Address of Grantor:

c/o BelHealth Investment Fund, L.P.
126 East 56th Street
New York, NY 10022
Attn: Harold Blue


PRECISION TOXICOLOGY HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Address of Grantor:

1409
842 Emerald Bay
Laguna Beach, CA 92651
Attn: Jason Hansen

PT INTERMEDIATE HOLDINGS, INC.

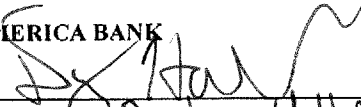
By: 
Name: Jason Hansen
Title: PRESIDENT

Address of Bank:

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: 
Name: Douglas Hellenbeck
Title: Vice President

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:

6755 Mira Mesa Boulevard #123-153
San Diego, CA 92121
Attn: Jason Hansen

GRANTORS:

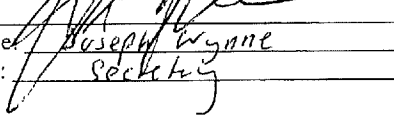
PRECISION TOXICOLOGY, LLC

By: _____
Name: _____
Title: _____

Address of Grantor:

c/o BelHealth Investment Fund, L.P.
126 East 56th Street
New York, NY 10022
Attn: Harold Blue

PRECISION TOXICOLOGY HOLDINGS, INC.

By: 
Name: Joseph Wynne
Title: Secretary

Address of Grantor:

844 Emerald Bay
Laguna Beach, CA 92651
Attn: Jason Hansen

PT INTERMEDIATE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Address of Bank:

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
Precision	PRECISION DDI	87/096,334	07/07/2016
Precision	PRECISION DIAGNOSTICS	5,078,591	11/08/2016
Precision	PRECISION TBM	5,078,596	11/08/2016
Precision	PRECISION TOXICOLOGY	4,714,725	04/07/2015
Precision	PRECISION TOXICOLOGY BENEFIT MANAGEMENT	86/509,931	01/21/2015
Precision	PRECISION TOXICOLOGY WHERE SCIENCE MEETS INTEGRITY and Design	4,714,726	04/07/2015



Precision	WHERE SCIENCE MEETS INTEGRITY and design	EUROPEAN UNION (EUTM) 013083126	12/09/2014
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