

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM439608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CDX MEDICAL IP, INC.		07/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITE OAK HEALTHCARE FINANCE, LLC		
<b>Street Address:</b>	900 Third Aveue		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3372902	PREVENTION IS THE BEST MEDICINE	
<b>Registration Number:</b>	3165833		
<b>Registration Number:</b>	3066476	CDX	
<b>Registration Number:</b>	2740721	ENDOCDX	
<b>Registration Number:</b>	3624820	YOU CHOSE A DENTIST THAT KEEPS YOU SAFE	
<b>Registration Number:</b>	3221582	SPOT CHECK	
<b>Registration Number:</b>	3162582	THE SIGN OF THE BEST DENTAL OFFICES IN T	
<b>Registration Number:</b>	3082024	THE TOOL TO PREVENT ORAL CANCER IS NOW I	
<b>Registration Number:</b>	3865832	EARLIER	
<b>Registration Number:</b>	2370414	ORALCDX	
<b>Registration Number:</b>	2273749	ORALCDX	
<b>Registration Number:</b>	3518572	BRUSHTEST	
<b>Registration Number:</b>	4336184	WATS	
<b>Registration Number:</b>	4932931	CYTOINTELLIGENCE	
<b>Registration Number:</b>	4932932	WE MAKE CYTOLOGY WORK	
<b>Registration Number:</b>	5073667	TECHNOLOGY THAT PREEMPTS CANCER	
<b>Registration Number:</b>	5000001	POWERING A BOLD NEW WORLD OF CANCER PREV	
<b>Serial Number:</b>	86945589	TESTED ON HUMANS	

OP \$490.00 3372902

Property Type	Number	Word Mark
Serial Number:	87404820	WATS3D

**CORRESPONDENCE DATA**

**Fax Number:** 7037125050

*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:** 703-712-5352

**Email:** jmiller@mcguirewoods.com

**Correspondent Name:** Joyce Miller

**Address Line 1:** 1750 Tysons Blvd.

**Address Line 2:** Suite 1800

**Address Line 4:** Tysons, VIRGINIA 22102

**NAME OF SUBMITTER:** Joyce Miller

**SIGNATURE:** /Joyce Miller/

**DATE SIGNED:** 08/17/2017

**Total Attachments: 17**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 7, 2017 (this "Agreement"), is made by **CDX MEDICAL IP, INC.**, a Delaware corporation ("Grantor"), in favor of **WHITE OAK HEALTHCARE FINANCE, LLC** ("White Oak"), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Loan Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of July 7, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has granted, pursuant to the Loan Agreement, to Agent a security interest in all of Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

**WHEREAS**, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for itself and the ratable benefit of the Lenders, and grants to Agent for itself and the ratable benefit of the Lenders a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, provided that the intellectual property collateral shall not include the Excluded Property (the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets;

(c) Any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(d) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(f) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(g) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same

agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in "pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CDX MEDICAL IP, INC.**, a Delaware  
corporation  
as Grantor

By:  \_\_\_\_\_

Name: David Jahns

Title: Vice President and Assistant Secretary

**ACCEPTED AND AGREED**

as of the date first above written:

**WHITE OAK HEALTHCARE FINANCE, LLC,**  
as Agent

By: 

Name: Jason M. Dufour

Title: Managing Director

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<b>Owner</b>	<b>Issued Patents/ Pending Applications</b>	<b>Title</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	U.S. Patent No. 9,068,975	Computerized Detection of Laryngopharyngeal Reflux	United States
CDx Medical IP, Inc.	U.S. Application Serial No. 14/685,500 (U.S. Patent Application Publication No. 2015/0294459)	Method and Apparatus for the Biopsy and diagnosis of Precancerous Inflammation and Crohn's Inflammatory Bowel Disease	United States
CDx Medical IP, Inc.	U.S. Application Serial No. 14/788,493	Method and Apparatus for the Biopsy and diagnosis of Precancerous Inflammation and Crohn's Inflammatory Bowel Disease	United States
CDx Medical IP, Inc.	U.S. Patent No. 8,199,997	Feature Dependent Extended Depth of Focusing on Semi-Transparent Biological Specimens	United States
CDx Medical IP, Inc.	AU Patent No. 2008289019	Feature Dependent Extended Depth of Focusing on Semi-Transparent Biological Specimens	Australia
CDx Medical IP, Inc.	CA Application Serial No. 2708211	Feature Dependent Extended Depth of Focusing on Semi-Transparent Biological Specimens	Canada

<b>Owner</b>	<b>Issued Patents/ Pending Applications</b>	<b>Title</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	IN Application Serial No. 1296/CHENP/2010	Feature Dependent Extended Depth of Focusing on Semi- Transparent Biological Specimens	India
CDx Medical IP, Inc.	IL Patent No. 204005	Feature Dependent Extended Depth of Focusing on Semi- Transparent Biological Specimens	Israel
CDx Medical IP, Inc.	EP Application Serial No. 08827961	Feature Dependent Extended Depth of Focusing on Semi- Transparent Biological Specimens	Europe
CDx Medical IP, Inc.	U.S. Patent No. 6,494,845	Retractable Brush for Use with Endoscope for Brush Biopsy	United States
CDx Medical IP, Inc.	U.S. Patent No. 6,258,044	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non- Lacerating Technique	United States
CDx Medical IP, Inc.	AU Patent No. 2004201764	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non- Lacerating Technique	Australia
CDx Medical IP, Inc.	CA Patent No. 2,355,661	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non- Lacerating Technique	Canada

<b>Owner</b>	<b>Issued Patents/ Pending Applications</b>	<b>Title</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Netherlands
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Sweden
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Italy
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Great Britain
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	France

<b>Owner</b>	<b>Issued Patents/ Pending Applications</b>	<b>Title</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Spain
CDx Medical IP, Inc.	EP 1098595B	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Germany
CDx Medical IP, Inc.	IL Patent No. 141739	Apparatus and Method for Obtaining Transepithelial Specimen of a Body Surface Using a Non-Lacerating Technique	Israel
CDx Medical IP, Inc.	U.S. Patent No. 6,284,482	Method for Detection of Abnormal Keratinization in Epithelial Tissue	United States
CDx Medical IP, Inc.	U.S. Patent No. 6,297,044	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	United States
CDx Medical IP, Inc.	AU Patent No. 769,471	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Australia
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Austria

<b>Owner</b>	<b>Issued Patents/ Pending Applications</b>	<b>Title</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Belgium
CDx Medical IP, Inc.	CA Patent No. 2,363,833	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Canada
CDx Medical IP, Inc.	CN Patent No. ZL00804023.0	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	China
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	France
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Germany
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	United Kingdom
CDx Medical IP, Inc.	IN Patent No. 227513	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	India
CDx Medical IP, Inc.	IL Patent No. 144933	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Israel

<b>Owner</b>	<b>Issued Patents/ Pending Applications</b>	<b>Title</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Italy
CDx Medical IP, Inc.	JP Patent No. 2000-601597	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Japan
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Netherlands
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Spain
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Sweden
CDx Medical IP, Inc.	EP 1155381	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Switzerland
CDx Medical IP, Inc.	TW Patent No. 157160	Minimally Invasive Apparatus for Testing Lesions of the Oral Cavity and Similar Epithelium	Taiwan



EXHIBIT C

Trademarks

<b>Owner</b>	<b>Trademark</b>	<b>Registration No. / Application No.</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	Prevention Is The Best Medicine	Reg. #3,372,902	United States
CDx Medical IP, Inc.	Grid Design	Reg. #3,165,833	United States
CDx Medical IP, Inc.	CDx	Reg. #3,066,476	United States
CDx Medical IP, Inc.	EndoCDx	Reg. #2,740,721	United States
CDx Medical IP, Inc.	EndoCDx	Reg. #TMA640,247	Canada
CDx Medical IP, Inc.	EndoCDx	Reg. #1794913	China
CDx Medical IP, Inc.	EndoCDx	Reg. #1006328	India
CDx Medical IP, Inc.	EndoCDx	App. #256396	Israel
CDx Medical IP, Inc.	EndoCDx	Reg. #4637067	Japan
CDx Medical IP, Inc.	EndoCDx	Reg. #2211845	Europe
CDx Medical IP, Inc.	EndoCDx	Reg. #1998659	China
CDx Medical IP, Inc.	EndoCDx	Reg. #00172165	Taiwan
CDx Medical IP, Inc.	You Chose A Dentist That Keeps You Safe	Reg. #3624,820	United States
CDx Medical IP, Inc.	Spot Check	Reg. #3,221,582	United States
CDx Medical IP, Inc.	The Sign Of The Best Dental Offices In The U.S.	Reg. #3,162,582	United States
CDx Medical IP, Inc.	The Tool To Prevent Cancer Is Now In Your Hand	Reg. #3,082,024	United States
CDx Medical IP, Inc.	Earlier	Reg. #3,865,832	United States
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #2,370,414	United States
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #1034627	Canada
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #9052256	India



<b>Owner</b>	<b>Trademark</b>	<b>Registration No. / Application No.</b>	<b>Jurisdiction</b>
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #135286	Israel
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #4482574	Japan
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #135287	Israel
CDx Medical IP, Inc.	OralCDx (with Oval Design)	Reg. #00936090	Taiwan
CDx Medical IP, Inc.	Prevention Is The Best Medicine	Reg. #TMA752,545	Canada
CDx Medical IP, Inc.	Prevention Is The Best Medicine	Reg. #2444670	United Kingdom
CDx Medical IP, Inc.	OralCDx	Reg. #2,273,749	United States
CDx Medical IP, Inc.	OralCDx	Reg. # 1034626	Canada
CDx Medical IP, Inc.	OralCDx	Reg. #905254	India
CDx Medical IP, Inc.	OralCDx	Reg. #135284	Israel
CDx Medical IP, Inc.	OralCDx	Reg. #4482572	Japan
CDx Medical IP, Inc.	OralCDx	Reg. #00936090	Taiwan
CDx Medical IP, Inc.	OralCDx	Reg. #001375450	Europe
CDx Medical IP, Inc.	OralCDx	Reg. #1998665	China
CDx Medical IP, Inc.	OralCDx	Reg. #135285	Israel
CDx Medical IP, Inc.	BrushTest	Reg. #3,518,572	United States
CDx Medical IP, Inc.	BrushTest	App. #1647083	India
CDx Medical IP, Inc.	WATS	Reg. #4,336,184	United States
CDx Medical IP, Inc.	WATS <sup>3D</sup>	App. #15,446,511	Europe
CDx Medical IP, Inc.	Cytointelligence	Reg. #4932931	United States
CDx Medical IP, Inc.	We Make Cytology Work	Reg. #4932932	United States
CDx Medical IP, Inc.	Technology That Preempts Cancer	App. #86/248,966 (Reg. #5073667)	United States
CDx Medical IP, Inc.	Powering A Bold New World Of Cancer Prevention	Reg. #5000001	United States
CDx Medical IP, Inc.	Tested On Humans	App. #86/945,589	United States
CDx Medical IP, Inc.	WATS <sup>3D</sup>	App. #87/404,820	United States



EXHIBIT D

Mask Works