

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medite Cancer Diagnostics, Inc.		09/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GPB Debt Holdings II, LLC		
Street Address:	535 W. 24TH ST.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3597131	MEDITE	
Registration Number:	4769382	TWISTER	
Registration Number:	4415330	CYTOTAPE	
Registration Number:	3502765	SOFTPAP	
Registration Number:	4434083	PURE	
Registration Number:	4520894	TES VALIDA	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	115681-0004		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/jenniferkagan/		

CH \$165.00 3597131

DATE SIGNED:

09/27/2017

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated September 26, 2017 is made by Medite Cancer Diagnostics, Inc., a Delaware corporation (the “**Company**”), and GPB Debt Holdings II, LLC, a Delaware limited liability company (the “**Purchaser**”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Purchaser are parties to that certain Securities Purchase Agreement, dated the date hereof, pursuant to which the Company shall be required to sell, and the Purchaser shall purchase or have the right to purchase, the “**Note**” (as defined therein) issued pursuant thereto (as such Note may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, the “**Note**”);

WHEREAS, it is a condition precedent to the purchase of the Note under the Securities Purchase Agreement that the Company has executed and delivered that certain Security Agreement, dated the date hereof, made by the Company to the Purchaser (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”);

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Purchaser a security interest in, among other property, certain intellectual property of the Company, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement (the “**IP Security Agreement**”) for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office; and

WHEREAS, the Company has determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Company.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Purchaser to perform under the Securities Purchase Agreement, the Company agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Company hereby confirms its grant to the Purchaser of a security interest in all of the Company’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by the Company, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations, post-grant proceedings of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;

(v) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Company secures the payment of the Obligations (as defined in the Security Agreement) of the Company now or hereafter existing under or in respect of the Note and the Transaction Documents.

SECTION 3. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and/or the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5.

Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan,

for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 5.4 of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Purchaser from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations or to enforce a judgment or other court ruling in favor of the Purchaser.

(iii) WAIVER OF JURY TRIAL, ETC. THE COMPANY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) The Company irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDITE CANCER DIAGNOSTICS, INC.

By: David Patterson
Name: David Patterson
Title: Chief Executive Officer

MEDITE Enterprise Inc.

By: David Patterson
Name: David Patterson
Title: Director
Address:

MEDITE Lab Solutions, Inc.

By: David Patterson
Name: David Patterson
Title: Chief Executive Officer
Address:

MEDITE GMBH

By: _____
Name: Stephen Von Rump
Title: Managing Director
Address:

CytoGlobe GmbH

By: _____
Name: Stephen Von Rump
Title: Managing Director
Address:

[Additional Signature Pages Follow]

IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDITE CANCER DIAGNOSTICS, INC.

By: _____
Name: David Patterson
Title: Chief Executive Officer

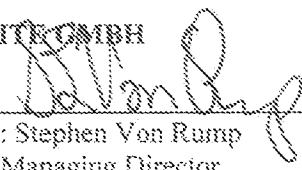
MEDITE Enterprise Inc.

By: _____
Name: David Patterson
Title: Director
Address:

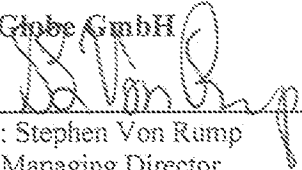
MEDITE Lab Solutions, Inc.

By: _____
Name: David Patterson
Title: Chief Executive Officer
Address:

MEDITE GMBH

By:  _____
Name: Stephen Von Rump
Title: Managing Director
Address:

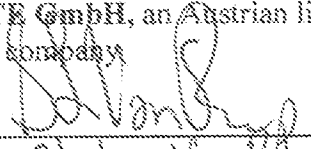
CytoGlobe GmbH

By:  _____
Name: Stephen Von Rump
Title: Managing Director
Address:

[Additional Signature Pages Follow]

[Signature Page to IP Security Agreement]

MEDITE GmbH, an Austrian limited liability company

By: 
Name: Stephen Von Kopp
Title: MD
Address: St. Louis, USA

MEDITE sp.zo.o, a Polish limited liability company

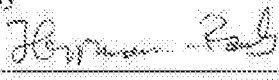
By: _____
Name: _____
Title: _____
Address: _____

[Signature Page to IP Security Agreement]

MEDITE GmbH, an Austrian limited liability company

By: _____
Name:
Title:
Address:

MEDITE sp. z o.o., a Polish limited liability company

By: 
Name: Jörg Herrmann-Rauls
Title: Liquidator
Address: Bruchweg 13
29313 Hambühren
Germany

IN WITNESS WHEREOF, the Purchaser has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GPB DEBT HOLDINGS II, LLC

By: 
Name: *David Gentile*
Title: *Manager*

Address for Notices:

535 West 24th Street, Floor 4
New York, NY 10011
Attention: Dustin Muscato

Schedule A: Patents

Patent #	Description	Regions	Entity
10 2007 011 329.5	Coverslipping histological compounds	Germany (EU available)	MEDITE GmbH
10 2008 005 265.5	Tissue embedding center	Germany (EU available)	MEDITE GmbH
10 2009 010 667.7	Separation of cell material from fluid sample	Germany (EU available)	MEDITE GmbH
Pending (Appl. 14774988, Pub. 20160033482)	Biological specimen evaluation methods using cytology and immunology (IL-10)	U.S., EU, China, HK and India	Medite Cancer Diagnostics, Inc.
Pending (Appl. 14233607, Pub. 20150260619)	Method and device for processing histological tissue samples	U.S.; DE; CN; GB (awaiting first examination)	MEDITE GmbH
9463137 (Appl. 14397447, Pub. 20150122686)	Methods, packaging and apparatus for collection of biological samples (SoftKit)	U.S., DE (pending/in force), GB (awaiting first examination); China (pending)	Medite Cancer Diagnostics, Inc.

Schedule B: Trademarks

Graphic representation	Trade mark name	Trade mark office	Designated territory	Application number / Registration number	Application date	Registration date
	CoverTec	DE	DE	3020090721033 / 302009072103	08-12-2009	19-05-2010
	Twister	DE	DE	3020130505093 / 302013050509	12-09-2013	16-12-2013
	CoverTec Plus	DE	DE	3020100292342 / 302010029234	10-05-2010	02-12-2010
	Safe Prep	DE	DE	3020110492743 / 302011049274	05-09-2011	15-12-2011
	Valida	DE	DE	3020110538271 / 302011053827	27-09-2011	15-02-2012
	TissueCut	DE	DE	3020110538298 / 302011053829	27-09-2011	12-06-2012
	MEDITE	US	US	77225542 / 3597131	10-07-2007	14-03-2007
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	SureThin	DE	DE	3020110551278 / 302011055127	06-10-2011	01-03-2012
	perTex	DE	DE	2018144 / 2018144	01-02-1991	03-08-1992
perTex						
	X-TRA-Mount	DE	DE	302405879 / 30240587	21-08-2002	10-04-2003
	X-TRA-Kitt	DE	DE	302405860 / 30240586	21-08-2002	10-04-2003
	X-TRA-Solv	DE	DE	302405852 / 30240585	21-08-2002	10-12-2003
	medite tissuewax	DE	DE	1022575 / 1022575	06-02-1981	09-09-1981
	medite tissueplast	DE	DE	2104939 / 2104939	03-08-1994	18-06-1998
<i>medite tissueplast</i>						

	MEDITE	DE	DE	306517485 / 30651748	22-08-2006	14-03-2007
	USEDEC ALC	DE	DE	303273917 / 30327391	02-06-2003	05-11-2003
	BreastPap	DE	DE	3020150606421 / 302015060642	19-11-2015	09-03-2016
	MEDITE	EM	LV,LU,LT,GB,HR,RO,HU .BG,FR,BE,DE,DK,FI,IE, CZ,AT,CY,SE,SI,SK,IT,M T,PL,PT,EM,GR,ES,NL,E E	006087258 / 006087258	10-07-2007	28-07-2008
	TWISTER	US	US	86059326 / 4769382	09-09-2013	07-07-2015
	TWISTER	US	US	85442921 / 4415330	09-10-2011	08-10-2013
	CYTOTA PE	US	US	77250420 / 3502765	08-08-2007	16-09-2008
	SOFTPAP	US	US	85744324 / 4434083	03-10-2012	12-11-2013
	PURE	US	US	86036934 / 4520894	13-08-2013	29-04-2014
	PURE	US	US	303273909 / 30327390	02-06-2003	05-11-2003
	TES Valida	US	US	397387067 / 39738706	14-08-1997	24-03-1998
	USEFIX	DE	DE	3020080572086 / 302008057208	01-09-2008	12-02-2009
	Mountex	DE	DE	3020110538131 / 302011053813	27-09-2011	03-02-2012
	CytoGlobe	DE	DE			
	CytoTape	DE	DE			

MEDITE	China	China	CN 13417876	24-10-2013	14-01-2015
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