

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449878

| | | | |
|---|--------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alliance Health Sciences, LLC | | 11/06/2017 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Pinnacle Bank | | |
| Street Address: | 150 3rd Avenue South | | |
| Internal Address: | Suite 800 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37201 | | |
| Entity Type: | State Banking Corporation: TENNESSEE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5211192 | DIAGNOSTICS FOR LIFE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | aharrison@stites.com | | |
| Correspondent Name: | Stites & Harbison, PLLC | | |
| Address Line 1: | 400 West Market St. | | |
| Address Line 2: | Suite 1800 | | |
| Address Line 4: | Louisville, KENTUCKY 40202 | | |
| NAME OF SUBMITTER: | Aimee Harrison | | |
| SIGNATURE: | /aimee harrison/ | | |
| DATE SIGNED: | 11/06/2017 | | |
| Total Attachments: 5 | | | |
| source=IP Security Agreement - Alliance Health Sciences, LLC#page1.tif | | | |
| source=IP Security Agreement - Alliance Health Sciences, LLC#page2.tif | | | |
| source=IP Security Agreement - Alliance Health Sciences, LLC#page3.tif | | | |
| source=IP Security Agreement - Alliance Health Sciences, LLC#page4.tif | | | |

OP \$40.00 5211192

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is made as of November 6, 2017, by the undersigned **Alliance Health Sciences, LLC** ("**Grantor**"), a Texas limited liability company, and **PINNACLE BANK**, a Tennessee banking corporation, as Lender (the "**Lender**") under that Line of Credit and Revolving Credit Loan Agreement dated as of November 6, 2017 (the "**Loan Agreement**") among Grantor, certain Affiliates of Grantor and Lender.

RECITALS:

- A.** The Grantor and the Lender wish to enter into this Agreement as set forth herein.
- B.** The Lender is acting in its capacity as Lender under the Loan Agreement and certain security interests granted pursuant to such Loan Agreement and related security agreements of even date therewith ("**Security Agreements**").
- C.** Pursuant to the terms of the Loan Agreement and related Security Agreements, Grantor has 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, which as defined, includes all intellectual property.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Lender, intending to be legally bound, and 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 Grantor and Bank, the parties agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Security Agreements, and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A 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.

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.

Grantor represents and warrants that Exhibit A attached hereto sets 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. The validity, construction, and enforcement of this Agreement and all matters arising from or relating to this Agreement shall be determined according to the laws of Tennessee (excluding conflicts principles) and applicable federal law.

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.

[remainder of page intentionally left blank; signature pages follow]

This Security Agreement is dated as of the date first written above.

DEBTOR:

ALLIANCE HEALTH SCIENCES, LLC

By: 
Tracy M. Stephens, Secretary and Chief
Financial Officer

LENDER:

PINNACLE BANK

By: _____
Allison Jones, Senior Vice President

This Security Agreement is dated as of the date first written above.

DEBTOR:

ALLIANCE HEALTH SCIENCES, LLC

By: _____
Tracy M. Stephens, Secretary and Chief
Financial Officer

LENDER:

PINNACLE BANK

By: Allison Jones
Allison Jones, Senior Vice President

EXHIBIT A

TRADEMARK REGISTRATIONS

| Owner Name | Mark | Registration Number |
|-------------------------------|----------------------|---------------------|
| Alliance Health Sciences, LLC | DIAGNOSTICS FOR LIFE | 5,211,192 |
| | | |
| | | |
| | | |
| | | |