

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDTEST HOLDINGS, INC.		05/29/2018	Corporation: DELAWARE
MEDTEST DX, INC.		05/29/2018	Corporation: DELAWARE
POINTE SCIENTIFIC, INC.		05/29/2018	Corporation: MICHIGAN
MEDICAL LABORATORY SOLUTIONS, INC.	FORMERLY STAT MEDICAL INTERNATIONAL SERVICES, INC.	05/29/2018	Corporation: DELAWARE
CLINITOX DIAGNOSTIX INC.		05/29/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5302058	MEDTEST DX	
Registration Number:	5302059	MEDTEST DX	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	8585506433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1934		

CH \$65.00 5302058

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	05/31/2018
Total Attachments: 7 source=MedTest Intellectual Property Security Agreement (executed)#page1.tif source=MedTest Intellectual Property Security Agreement (executed)#page2.tif source=MedTest Intellectual Property Security Agreement (executed)#page3.tif source=MedTest Intellectual Property Security Agreement (executed)#page4.tif source=MedTest Intellectual Property Security Agreement (executed)#page5.tif source=MedTest Intellectual Property Security Agreement (executed)#page6.tif source=MedTest Intellectual Property Security Agreement (executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 29, 2018, by and among COMERICA BANK ("Bank"), MedTest Holdings, Inc., a Delaware corporation ("Holdings"), MedTest DX, Inc., a Delaware corporation ("DX"), Pointe Scientific, Inc., a Michigan corporation ("Scientific"), Medical Laboratory Solutions, Inc., a Delaware corporation formerly known as Stat Medical International Services, Inc. ("Laboratory") and Clinitox Diagnostix Inc., an Ontario corporation ("Clinitox"; Holdings, DX, Scientific, Laboratory and Clinitox are each a "Grantor" and collectively, the "Grantors" provided that each reference to "Grantor" or "Grantors" in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

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.

GRANTORS:

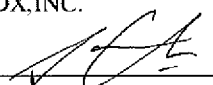
MEDTEST HOLDINGS, INC.

By: 

Name: Samarth Chandra

Title: Vice President and Secretary

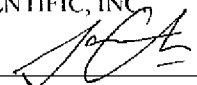
MEDTEST DX, INC.

By: 

Name: Samarth Chandra

Title: Vice President and Secretary

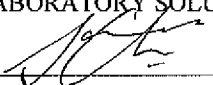
POINTE SCIENTIFIC, INC.

By: 

Name: Samarth Chandra

Title: Vice President and Secretary

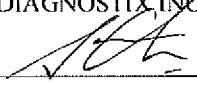
MEDICAL LABORATORY SOLUTIONS, INC.

By: 

Name: Samarth Chandra

Title: Vice President and Secretary

CLINITOX DIAGNOSTIX, INC.

By: 

Name: Samarth Chandra

Title: Vice President and Secretary

Address of Grantors:

c/o MedTest Holdings, Inc.

5449 Research Drive

Lexington, MI 48188

BANK:

COMERICA BANK

Address of Bank:

MC 7578

By: ~~_____~~

39200 W. Six Mile Road

Name: Walter Weston

Livonia, MI 48152

Title: VP

Attn: National Documentation Services

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
DX	MEDTEST DX	5,302,058	10/03/2017
DX	MEDTEST DX	5,302,059	10/03/2017