

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOMATRICA, INC.		06/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EXACT SCIENCES CORPORATION		
Street Address:	441 CHARMANY DRIVE		
City:	MADISON		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4401402	ASSAYSTABLE	
Registration Number:	3241758	BIOMATRICA	
Registration Number:	4280828	BIOMAXI	
Registration Number:	3644373	BIOSOLVE	
Registration Number:	3463700	BLOODGARD	
Registration Number:	4590221	CELLSTABLE	
Registration Number:	3651013	CLONESTAB	
Registration Number:	3577786	CLONESTABLE	
Registration Number:	4700383	CYTERNITY	
Registration Number:	3721466	DNAGARD	
Registration Number:	3469906	DNASTABLE	
Registration Number:	3832833	GENESALIVE	
Registration Number:	5133926	LBGARD	
Registration Number:	4726299	LIFE STABILIZED	
Registration Number:	3446364	PCR BOOST	
Registration Number:	3508484	PCRBOOST	
Registration Number:	4617048	PCRSTABLE	
Registration Number:	4581180	PROTEINGARD	
Registration Number:	4629376	PROTEINSTABLE	

CH \$865.00 4401402

Property Type	Number	Word Mark
Registration Number:	3552273	RNA STABLE
Registration Number:	3650270	RNACONCENTRATOR
Registration Number:	3718046	RNAGARD
Registration Number:	3355108	SAMPLE SMART - SAMPLE MANAGEMENT AT ROOM
Registration Number:	3222173	SAMPLEGARD
Registration Number:	3260475	SAMPLEMATRIX
Registration Number:	3257299	SAMPLEWARE
Registration Number:	3691740	STRBOOST
Registration Number:	3278120	THE BIOSTABILITY COMPANY
Serial Number:	85605980	BIOMINI
Serial Number:	77206859	CRUDE
Serial Number:	77488838	INFOMATRICA
Serial Number:	77206864	RNATRIX
Serial Number:	87504059	SALIVAGARD
Registration Number:	5183531	READYDRY

CORRESPONDENCE DATA

Fax Number: 3128278000

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: 312-372-1121

Email: citrademarks@klgates.com

Correspondent Name: K&L GATES LLP

Address Line 1: 70 WEST MADISON STREET

Address Line 2: SUITE 3100

Address Line 4: CHICAGO, ILLINOIS 60602

NAME OF SUBMITTER: Brett J. Weber

SIGNATURE: /Brett J. Weber/

DATE SIGNED: 06/18/2018

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of June 14, 2018, is made by and between BIOMATRICA, INC., a Delaware corporation (the “**Grantor**”), in favor of EXACT SCIENCES CORPORATION, a Delaware corporation (the “**Secured Party**”).

WHEREAS, the Grantor has entered into a Senior Secured Promissory Note, dated as of June 14, 2018 (the “**Note**”), in favor of the Secured Party.

WHEREAS, under the terms of the Note, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office (the “**USPTO**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Note, which is hereby incorporated by reference. The provisions of the Note shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Note and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Note.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor 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.

BIOMATRICA, INC.,
as Grantor

By: 
Name: Nicholas Ecos
Title: President and CEO

EXACT SCIENCES CORPORATION,
as Secured Party

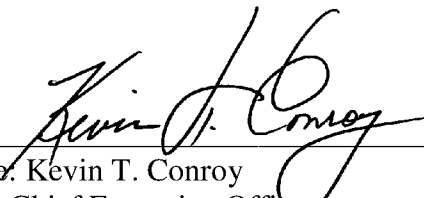
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor 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.

BIOMATRICA, INC.,
as Grantor

By: _____
Name:
Title:

EXACT SCIENCES CORPORATION,
as Secured Party

By:  _____
Name: Kevin T. Conroy
Title: Chief Executive Officer

SCHEDULE 1
PATENTS

Biomatrica, Inc. is the record owner of the following patents and applications

Title	Country	Status	File Date	Patent Application Number	Issue Date	Expiration Date
INTEGRATION OF SAMPLE STORAGE AND SAMPLE MANAGEMENT FOR LIFE SCIENCE	Australia	Granted	08-Apr-2005	2005245338	01-Mar-2012	08-Apr-2025
	Brazil	Pending	08-Apr-2005	PI0509694.4		
	Canada	Pending	08-Apr-2005	2,560,513		
	China	Granted	08-Apr-2005	ZI.200580011948.6	04-Jan-2012	08-Apr-2025
	European Patent	Pending	08-Apr-2005	05778182.5		
	Hong Kong	Pending	08-Apr-2005	7106155.1		
	India	Granted	08-Apr-2005	243812	09-Nov-2010	08-Apr-2025
	India	Pending	08-Apr-2005	1614/DELNP/2009		
	Israel	Abandoned	08-Apr-2005	178615		
	Japan	Granted	08-Apr-2005	4896006	06-Jan-2012	08-Apr-2025
	Korea	Granted	08-Apr-2005	10-1228356	25-Jan-2013	08-Apr-2025
	Mexico	Granted	08-Apr-2005	308352	02-Apr-2013	08-Apr-2025
	New Zealand	Granted	08-Apr-2005	550119	11-Feb-2010	08-Apr-2025
	New Zealand	Abandoned	08-Apr-2005	573691		
	Russia	Granted	08-Apr-2005	2418633	20-May-2011	08-Apr-2025
	Singapore	Abandoned	08-Apr-2005	200606296-2		
	Singapore	Granted	08-Apr-2005	151298	28-Sep-2012	08-Apr-2025
	South Africa	Granted	08-Apr-2005	2006/08045	31-Oct-2012	08-Apr-2025
	Turkey	Pending	08-Apr-2005	5778182.5		
	USA	Granted	08-Apr-2005	8,900,856	02-Dec-2014	22-Oct-2029
USA	Granted	30-Jul-2008	9,078,426	14-Jul-2015	08-Apr-2025	
USA	Abandoned	24-Jul-2009	12/509,294			
USA	Abandoned	24-Jul-2009	12/509,303			
USA	Abandoned	01-Dec-2005	11/291,267			
USA	Abandoned	22-Oct-2007	11/876,667			
SAMPLE STORAGE DEVICE	Australia	Abandoned	23-Apr-2008	2008275508		
	Brazil	Abandoned	23-Apr-2008	PI0810516-2		
	Canada	Abandoned	23-Apr-2008	2,684,959		
	China	Abandoned	23-Apr-2008	200880021555.7		
	European Patent	Abandoned	23-Apr-2008	08826300.9		
	India	Abandoned	23-Apr-2008	6415/CHENP/2009		
	Japan	Abandoned	23-Apr-2008	2010-506462		
	Korea	Abandoned	23-Apr-2008	10-2009-7022292		
	New Zealand	Abandoned	23-Apr-2008	580340		
	Singapore	Abandoned	23-Apr-2008	200906685-3		
USA	Abandoned	23-Apr-2008	12/108,360			
INTEGRATION OF SAMPLE STORAGE AND SAMPLE MANAGEMENT FOR LIFE SCIENCE	European Patent	Abandoned	29-Jun-2007	08832322.5		

SAMPLE STORAGE DEVICE	USA	Granted	14-Apr-2006	D574,505	05-Aug-2008	05-Aug-2022
COMPOSITIONS AND METHODS FOR BIOLOGICAL SAMPLE STORAGE	Canada	Abandoned	11-May-2010	2,761,675		
	European Patent	Pending	11-May-2010	10775442.6		
	USA	Granted	11-May-2010	8,519,125	27-Aug-2013	06-Jun-2031
	USA	Abandoned	13-Aug-2013	13/966,117		
COMPOSITIONS FOR STABILIZING DNA, RNA AND PROTEINS IN BLOOD AND OTHER BIOLOGICAL SAMPLES DURING SHIPPING AND STORAGE AT AMBIENT TEMPERATURES	Canada	Abandoned	26-Jul-2011	2,806,670		
	Japan	Granted	26-Jul-2011	5933544	13-May-2016	26-Jul-2030
	USA	Granted	26-Jul-2011	9,376,709	28-Jun-2016	14-Feb-2032
	France	Granted	26-Jul-2011	2598660	15-Mar-2017	26-Jul-2030
	Germany	Granted	26-Jul-2011	2598660	15-Mar-2017	26-Jul-2030
	Switzerland	Granted	26-Jul-2011	2598660	15-Mar-2017	26-Jul-2030
	United Kingdom	Granted	26-Jul-2011	2598660	15-Mar-2017	26-Jul-2030
	USA	Granted	26-May-2016	9,999,217	19-Jun-2018	
COMPOSITIONS FOR STABILIZING DNA, RNA AND PROTEINS IN SALIVA AND OTHER BIOLOGICAL SAMPLES DURING SHIPPING AND STORAGE AT AMBIENT TEMPERATURES	France	Granted	26-Jul-2011	2598661	27-Sep-2017	26-Jul-2030
	Germany	Granted	26-Jul-2011	2598661	27-Sep-2017	26-Jul-2030
	Switzerland	Granted	26-Jul-2011	2598661	27-Sep-2017	26-Jul-2030
	United Kingdom	Granted	26-Jul-2011	2598661	27-Sep-2017	26-Jul-2030
	USA	Granted	26-Jul-2011	9,845,489	19-Dec-2017	26-May-2031
INTEGRATION OF SAMPLE STORAGE AND SAMPLE MANAGEMENT FOR LIFE SCIENCE	Australia	Abandoned	29-Nov-2006	2006330034		
	Austria	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Belgium	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Brazil	Pending	29-Nov-2006	PI0619105-3		
	Canada	Granted	29-Nov-2006	2,632,203	27-Oct-2015	29-Nov-2026
	China	Granted	29-Nov-2006	ZL200680051545.9	20-Mar-2013	28-Nov-2026
	France	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Germany	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Hong Kong	Granted	29-Nov-2006	1121188	20-Nov-2015	29-Nov-2026
	India	Pending	29-Nov-2006	5146/DELNP/2008		
	Ireland	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Israel	Abandoned	29-Nov-2006	191863		
	Italy	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026

	Japan	Abandoned	29-Nov-2006	2008-543416		
	Korea	Abandoned	29-Nov-2006	10-2008-7016123		
	Luxembourg	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Mexico	Granted	29-Nov-2006	330667	10-Jun-2015	29-Nov-2026
	Netherlands	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	New Zealand	Abandoned	29-Nov-2006	568870		
	Russia	Abandoned	29-Nov-2006	2008126716		
	Singapore	Abandoned	29-Nov-2006	200803884-6		
	Singapore	Abandoned	29-Nov-2006	201008913-4		
	Singapore	Pending	29-Nov-2006	10201402772S		
	South Africa	Granted	29-Nov-2006	2008/05109	23-Dec-2013	29-Nov-2026
	Spain	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Sweden	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	Switzerland	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
	United Kingdom	Granted	29-Nov-2006	1951868	07-Jan-2015	29-Nov-2026
FORMULATIONS AND METHODS FOR STABILIZING PCR REAGENTS	European Patent	Pending	20-Dec-2013	13865767.1		
	USA	Granted	20-Dec-2013	9,725,703	8-Aug-2017	26-Jul-2033
CELL STABILIZATION	Canada	Pending	13-Jun-2014	2,915,250		
	China	Pending	13-Jun-2014	2014800449625		
	European Patent	Pending	13-Jun-2014	14819510.0		
	Japan	Pending	13-Jun-2014	2016-519695		
	USA	Pending	13-Jun-2014	14/895,475		
STABILIZATION OF THROMBOCYTES AT AMBIENT TEMPERATURES	China	Pending	09-Jun-2015	106572650A		
	European Patent	Pending	09-Jun-2015	3154338		
	Japan	Pending	09-Jun-2015	2016-571743		
	USA	Granted, Patent # pending	09-Jun-2015	15/316,677		
STABILIZATION OF NON-DENATURED POLYPEPTIDES, NUCLEIC ACIDS, AND EXOSOMES IN A BLOOD SAMPLE AT AMBIENT TEMPERATURES	China	Pending	09-Jun-2015	106662512A		
	European Patent	Pending	09-Jun-2015	3155395		
	Japan	Pending	09-Jun-2015	2016-571742		
	USA	Pending	09-Jun-2015	15/316,680		
STABILIZATION OF METABOLICALLY-ACTIVE CELLS IN A BLOOD SAMPLE AT AMBIENT TEMPERATURES	China	Pending	09-Jun-2015	106687580		
	European Patent	Pending	09-Jun-2015	3155091		
	Japan	Pending	09-Jun-2015	2016-571741		
	USA	Pending	09-Jun-2015	15/316,686		

STABILIZATION OF PCR REAGENTS AND ASSAYS	PCT	Pending	8-Dec-15	US2016/065200 (WO2017100213)		
STABILIZATION OF PCR REAGENTS AND ASSAYS	PCT	Pending	8-Dec-15	US2016/065198 (WO2017100212)		
STABILIZATION OF NUCLEIC ACIDS ON PAPER	PCT	Pending	24-Oct-17	US2017/058136 (WO2018081161)		

SCHEDULE 2
TRADEMARKS

Country	Mark	Class of Goods	Serial Number	Application Date	Registration #
USPTO	ASSAYSTABLE	1	85672084	7/9/2012	4401402
USPTO	BIOMATRICA	42	78840676	3/18/2006	3241758
USPTO	BIOMAXI	1	85605989	4/23/2012	4280828
USPTO	BIOSOLVE	1	77357261	12/20/2007	3644373
USPTO	BLOODGARD	1	77206867	6/15/2007	3463700
USPTO	CELLSTABLE	42	86057351	9/6/2013	4590221
USPTO	CLONESTAB	1	77641690	12/30/2008	3651013
USPTO	CLONESTABLE	1	77446049	4/11/2008	3577786
USPTO	CYTERNITY	42	85900842	4/10/2013	4700383
USPTO	DNAGARD	1	77714308	4/15/2009	3721466
USPTO	DNASTABLE	1	77283821	9/19/2007	3469906
USPTO	GENSALIVE	1	77741744	5/20/2009	3892833
USPTO	LBGARD	1	87166227	9/9/2016	5133926
USPTO	LIFE STABILIZED	1	86209873	3/3/2014	4726299
USPTO	PCR BOOST	1	77259419	8/20/2007	3446364
USPTO	PCRBOOST	1	77412002	3/3/2008	3508484
USPTO	PCRSTABLE	42	86210847	3/4/2014	4617048
USPTO	PROTEINGARD	1	85900941	4/10/2013	4581180
USPTO	PROTEINSTABLE	1	85900998	4/11/2013	4629376
USPTO	READYDRY	1	87088491	6/29/2016	5183531
USPTO	RNA STABLE	1	77283813	9/19/2007	3552273
USPTO	RNACONCENTRATOR	1	77625131	12/2/2008	3650270
USPTO	RNAGARD	1	77714318	4/15/2009	3718046
USPTO	SALIVAGARD	1		6/24/2017	
	SAMPLE SMART - SAMPLE MANAGEMENT AT ROOM TEMPERATURE	42	77097826	2/2/2007	3355108
USPTO	SAMPLEGARD	20	78840662	3/18/2006	3222173
USPTO	SAMPLEMATRIX	1	78840659	3/18/2006	3260475
USPTO	SAMPLEWARE	9	78840665	3/18/2006	3257299
USPTO	STRBOOST	1	77659488	1/29/2009	3691740
USPTO	THE BIOSTABILITY COMPANY	42	77089550	1/24/2007	3278120
ABANDONED					
USPTO	BIOMINI	1	85605980	4/23/2012	
USPTO	CRUDE	1	77206859	6/15/2007	
USPTO	INFOMATRICA	42	77488838	6/2/2008	
USPTO	RNATRIX	1	77206864	6/15/2007	