

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOETHERANOSTICS, INC.		04/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INNOVATUS LIFE SCIENCES LENDING FUND I, LP		
Street Address:	777 THIRD AVENUE		
Internal Address:	25TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77978883	BIOETHERANOSTICS	
Serial Number:	87040410	CANCERTYPE ID	
Serial Number:	87040403	BREAST CANCER INDEX	
Serial Number:	87040391	BIOETHERANOSTICS X	
Serial Number:	77164676	CANCERTYPE ID	
Serial Number:	85562015	PRÉCIS	
Serial Number:	87040416	CANCER TYPE ID	
Serial Number:	87040419	BREAST CANCER INDEX	
Serial Number:	87040399	BIOETHERANOSTICS X	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	67855323601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	GREENBERG TRAURIG, LLP		
Address Line 2:	3333 PIEDMONT ROAD, NE, SUITE 2500		
Address Line 4:	Atlanta, GEORGIA 30305		

CH \$240.00 77978883

ATTORNEY DOCKET NUMBER:	176634.010400
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	04/22/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and BIOTHERANOSTICS, INC. ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property that constitutes 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.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 Lender, of any or all other rights, powers or remedies.

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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.

GRANTOR:

Address of Grantor:

9620 TOWNE CENTRE DRIVE
SUITE 200
SAN DIEGO, CA 92121
Attn: DON HARDISO, CEO

BIOETHERANOSTICS, INC.

By:  _____

Title: President/CEO

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

BIOETHERANOSTICS, INC.

By: _____

Attn: _____


Title: _____

COLLATERAL AGENT:

Address of Lender:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

777 Third Avenue, 25th Floor
New York, NY 10017

By:  _____

Title: *Authorized Signatory* _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
BREAST CANCER INDEX WORK	V Au 1-318-593	9/15/2017

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
PROSTATE CANCER SURVIVAL AND RECURRENCE	12/391,224	2/23/2009
PROSTATE CANCER SURVIVAL AND RECURRENCE	15/470,818	3/27/2017
IDENTIFICATION OF TUMORS	11/145,307	6/3/2005
IDENTIFICATION OF TUMORS	13/626,078	9/25/2012
IDENTIFICATION OF TUMORS AND TISSUES	11/422,056	6/2/2006
DETERMINING TUMOR ORIGIN	14/810,323	7/27/2015
IDENTIFICATION OF TUMORS	15/368,411	12/2/2016
IDENTIFICATION OF TUMORS AND TISSUES	15/368,446	12/2/2016
DETERMINING TUMOR ORIGIN	15/582,125	4/28/2017
NEUROENDOCRINE TUMORS	14/223,473	3/24/2014
NEUROENDOCRINE TUMORS	15/656,998	7/21/2017
TUMOR GRADING AND CANCER PROGNOSIS	12/718,973	3/6/2010
TUMOR GRADING AND CANCER PROGNOSIS	15/242,346	8/19/2016
TUMOR GRADING AND CANCER PROGNOSIS	15/473,472	3/29/2017
TUMOR GRADING AND CANCER PROGNOSIS	15/807,456	11/8/2017
POST-TREATMENT BREAST CANCER PROGNOSIS	13/914,617	6/10/2013
POST-TREATMENT BREAST CANCER PROGNOSIS	15/298,128	10/19/2016
PREDICTING BREAST CANCER RECURRENCE	61/876,757	9/11/2013
PREDICTING BREAST CANCER RECURRENCE	14/483,108	9/10/2014
INTEGRATION OF TUMOR CHARACTERISTICS WITH BREAST CANCER INDEX	62/255,260	11/13/2015
INTEGRATION OF TUMOR CHARACTERISTICS WITH BREAST CANCER INDEX	62/265,964	12/10/2015
INTEGRATION OF TUMOR CHARACTERISTICS WITH BREAST CANCER INDEX	15/349,915	11/11/2016
GRADING OF BREAST CANCER	13/083,500	4/8/2011
GRADING OF BREAST CANCER	15/130,777	4/15/2016
Grading of breast cancer	11/946,835	11/28/2007
PREDICTING BREAST CANCER TREATMENT OUTCOME	10/773,761	2/6/2004
PREDICTING BREAST CANCER TREATMENT OUTCOME	15/807,474	11/8/2017
PREDICTING LIKELIHOOD OF RESPONSE TO COMBINATION THERAPY	14/724,732	5/28/2015
PREDICTING LIKELIHOOD OF RESPONSE TO COMBINATION THERAPY	16/286,120	2/26/2019
Predicting outcome with tamoxifen in breast cancer	10/727,100	12/2/2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
bioTheranostics	77/978,883	9/9/2008	3,782,734	4/27/2010
CANCER TYPE ID (with logo/no color)	87/040,410	5/17/2016	5,430,802	3/27/2018
BREAST CANCER INDEX (with logo/no color)	87/040,403	5/17/2016	5,440,943	4/10/2018
BIOTHERANOSTICS (with logo/no color)	87/040,391	5/17/2016	5,239,477	7/11/2017
CANCERTYPE ID	77/164,676	4/24/2007	3,413,654	4/15/2008
PRECIS	85/562,015	3/6/2012	4,225,293	10/16/2012
CANCER TYPE ID (with logo/color)	87/040,416	5/17/2016	5,430,804	3/27/2018
BREAST CANCER INDEX (with logo/color)	87/040,419	5/17/2016	5,440,944	4/10/2018
BIOTHERANOSTICS (with logo/color)	87/040,399	5/17/2016	5,239,478	7/11/2017