

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insight Medical Genetics, LLC		08/13/2019	Limited Liability Company: ILLINOIS
Insight Medical Holdings, LLC		08/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriot Capital IV (A), L.P.		
Street Address:	509 S. Exeter Street		
Internal Address:	Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5182320	INSIGHT MEDICAL GENETICS HIGHLY TECHNICA	
Registration Number:	5182364	INSIGHT MEDICAL GENETICS AT THE INTERSEC	
Registration Number:	5126698	INSIGHT MEDICAL GENETICS	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	125627.0100		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		

CH \$90.00 5182320

DATE SIGNED:	08/15/2019
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Total Attachments: 7

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REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 13, 2019 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “ABL INTERCREDITOR AGREEMENT”), AMONG THE BORROWER (AS DEFINED THEREIN), THE SUBSIDIARIES AND AFFILIATES OF THE BORROWER PARTY THERETO, FIFTH THIRD BANK, AS ABL LENDER (AS DEFINED THEREIN), AND PATRIOT CAPITAL IV (A), L.P., AS NOTE PURCHASE AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES HEREUNDER, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 13, 2019 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (individually, a “Grantor” and collectively, the “Grantors”) in favor of Patriot Capital IV (A), L.P., in its capacity as collateral agent for Purchaser (the “Collateral Agent”).

RECITALS

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof, between Insight Medical Genetics, LLC, an Illinois limited liability company (the “Issuer”), Insight Medical Holdings, LLC, a Delaware limited liability company (“Holdings”), Purchaser, and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”; capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Note Purchase Agreement), and pursuant to that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Holdings, certain Subsidiaries of Holdings, and the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Purchaser have agreed to purchase the Note from Issuer under the Note Purchase Agreement, all as more specifically described therein; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Intellectual Property Security Agreement to the Collateral Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby grants to the Collateral Agent, for the benefit of Purchaser, a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now

and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Property, as defined in the Guarantee and Collateral Agreement (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.


SECTION 3. GOVERNING LAW. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE LAWS OF A PARTICULAR JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERN THE PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON AND SECURITY INTERESTS IN THE COLLATERAL.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Note Purchase Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Note Purchase Agreement, the provisions of the Guarantee and Collateral Agreement or the Note Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INSIGHT MEDICAL HOLDINGS, LLC

By: 
Name: Glenn C. Harrison
Title: President

INSIGHT MEDICAL GENETICS, LLC

By: 
Name: Glenn C. Harrison
Title: President

Schedule 1 to Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

- Filed Trademarks

Grantor	Reg. No.	Registration Date	Class	Type
Insight Medical Genetics, LLC	5,182,320	4/11/17	Int. Cl.: 42, 44	Service Mark
Insight Medical Genetics, LLC	5,182,364	4/11/17	Int. Cl.: 5, 9, 10, 42, 44	Service Mark
Insight Medical Genetics, LLC	5,126,698	1/24/17	Int. Cl.: 42, 44	Service Mark

- Trademark Applications

- Genify – Serial # 87176025

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

None.

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.
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