

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alizée Pathology, LLC		11/05/2019	Limited Liability Company: MARYLAND
HSRL Holdings LLC		11/05/2019	Limited Liability Company: DELAWARE
HSRL Operating LLC		11/05/2019	Limited Liability Company: DELAWARE
Vet Path Services, LLC		11/05/2019	Limited Liability Company: DELAWARE
VPS Archives, LLC		11/05/2019	Limited Liability Company: OHIO
HSRL Archives, LLC		11/05/2019	Limited Liability Company: VIRGINIA
Tox Path Specialists, LLC		11/05/2019	Limited Liability Company: MARYLAND

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	12220 El Camino Real
Internal Address:	Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3867457	HSRL
Registration Number:	3869903	HISTO-SCIENTIFIC RESEARCH LABORATORIES
Registration Number:	4077717	ALIZÉE PATHOLOGY

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1152015

NAME OF SUBMITTER: David Hackett

SIGNATURE: /David Hackett/

DATE SIGNED: 11/13/2019

Total Attachments: 7

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THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS THIRD AMENDMENT to Intellectual Property Security Agreement (this "Amendment") is entered into as of November 5, 2019 (the "Amendment Date"), by and among **WESTERN ALLIANCE BANK, an Arizona corporation** ("Bank") and **HSRL HOLDINGS LLC, a Delaware limited liability company** ("Holdings"), **HSRL OPERATING LLC, a Delaware limited liability company**, **VET PATH SERVICES, LLC, a Delaware limited liability company**, **VPS ARCHIVES, LLC, an Ohio limited liability company** and **HSRL ARCHIVES, LLC, a Virginia limited liability company**, **TOX PATH SPECIALISTS, LLC, a Maryland limited liability company** (individually and collectively, jointly and severally, "Existing Grantor") and **ALIZÉE PATHOLOGY, LLC, a Maryland limited liability company** ("New Grantor" and together with Existing Grantor, individually and collectively, jointly and severally, "Grantor").

WHEREAS, the Bank and Existing Grantor have entered into that certain Loan and Security Agreement, dated as of November 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Bank has provided to Grantor certain loans in accordance with the terms and conditions thereof;

WHEREAS, the Bank and Existing Grantor, in connection with the Loan Agreement, have entered into that certain Intellectual Property Security Agreement, dated as of November 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "IP Agreement") pursuant to which the Existing Grantor has granted to the Bank a security interest in the Intellectual Property Collateral (as defined therein);

WHEREAS, New Grantor is entering into that certain Membership Interest Purchase Agreement, by and among Holdings, New Grantor and certain members of New Grantor dated as of the even date hereof pursuant to which, among other things, New Grantor will become a wholly owned subsidiary of Holdings;

WHEREAS, Grantor and Bank desire to amend certain provisions of the IP Agreement as provided herein and subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Bank hereby agree as follows:

1. **Definitions.** Capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Loan Agreement or the IP Agreement, as applicable.
2. **Joinder.**
 - a. **New Grantor.** New Grantor hereby is added as a "Grantor" under the IP Agreement. All references in the IP Agreement to "Grantor" shall hereafter mean and include the Existing Grantor and New Grantor individually and collectively, jointly and severally; and New Grantor shall hereafter have all rights, duties and obligations of "Grantor" thereunder.
 - b. **Joinder to IP Agreement.** New Grantor hereby joins the IP Agreement, and agrees to comply with and be bound by all of the terms, conditions and covenants of the IP Agreement, as if it were originally named a "Grantor" therein. Without limiting the generality of the preceding sentence, New Grantor agrees that it will be jointly and severally liable, together with Existing Grantor, for the performance of all obligations and liabilities of Grantor under the IP Agreement.
 - c. **Subrogation and Similar Rights.** Each Grantor waives (a) any suretyship defenses available to it under the Code or any other applicable law and (b) any right to require the Bank to: (i) proceed against any Grantor or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. The Bank may each exercise or not exercise any right or remedy it has against any Grantor or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Grantor's liability.

- d. **Grant of Security Interest.** To secure the prompt payment and performance of all of the obligations under the Loan Agreement, New Grantor hereby grants to the Bank, a continuing lien upon and security interest in all of New Grantor's now existing or hereafter arising rights and interest in the Intellectual Property Collateral, whether now owned or existing or hereafter created, acquired, or arising, and wherever located. New Grantor further covenants and agrees that by its execution hereof it shall provide all such information, complete all such forms, and take all such actions, and enter into all such agreements, in form and substance reasonably satisfactory to the Bank that are reasonably deemed necessary by the Bank in order to grant a valid, perfected first priority security interest to the Bank in the Intellectual Property Collateral. New Grantor hereby authorizes the Bank to file financing statements, without notice to Grantor, with all appropriate jurisdictions in order to perfect or protect the Bank's interest or rights hereunder, including a notice that any disposition of the Intellectual Property Collateral, by either Grantor or any other Person, shall be deemed to violate the rights of the Bank under the Code.
 - e. **Representations and Warranties.** New Grantor hereby represents and warrants to the Bank that all representations and warranties in the IP Agreement made on the part of Existing Grantor are true and correct in all material respects on the date hereof with respect to Existing Grantor and New Grantor, with the same force and effect as if New Grantor were named as "Grantor" in the IP Agreement in addition to Existing Grantor.
3. Exhibit A to the IP Agreement is hereby amended and restated as set forth on Exhibit A hereto and Exhibit C to the IP Agreement is hereby amended and restated as set forth on Exhibit C hereto.
4. **Limitation of Amendment.**
 - a. The amendments set forth above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right, remedy or obligation which the Bank or the Grantor may now have or may have in the future under or in connection with IP Agreement, as amended hereby.
 - b. This Amendment shall be construed in connection with and as part of the IP Agreement and all terms, conditions, representations, warranties, covenants and agreements set forth in the IP Agreement, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.
5. To induce the Bank to enter into this Amendment, Grantor hereby represents and warrants to the Bank as follows:
 - a. Immediately after giving effect to this Amendment the representations and warranties contained in the IP Agreement are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date;
 - b. Grantor has the power and due authority to execute and deliver this Amendment and to perform its obligations under the IP Agreement, as amended by this Amendment;
 - c. The execution and delivery by Grantor of this Amendment and the performance by Grantor of its obligations under the IP Agreement, as amended by this Amendment, have been duly authorized;
 - d. This Amendment has been duly executed and delivered by Grantor and is the binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

6. Except as expressly set forth herein, the IP Agreement shall continue in full force and effect without alteration or amendment. This Amendment and the IP Agreement represent the entire agreement about this subject matter hereof and supersede prior negotiations or agreements.
7. This Amendment shall be deemed effective as of the Amendment Date upon the due execution and delivery to the Bank of this Amendment by each party hereto.
8. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.
9. This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

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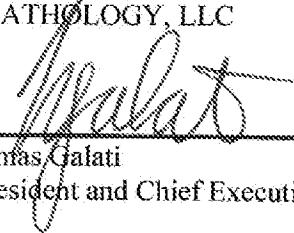
IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Intellectual Property Security Agreement to be executed as of the date first above written.

Address of Grantor:

5930 Main Street
Mount Jackson, VA 22842

GRANTOR:

HSRL HOLDINGS LLC
HSRL OPERATING LLC
VET PATH SERVICES, LLC
VPS ARCHIVES, LLC
HSRL ARCHIVES, LLC
TOX PATH SPECIALISTS, LLC
ALIZÉE PATHOLOGY, LLC



By: Thomas Galati
Title: President and Chief Executive Officer

Attn: Thomas Galati

BANK:

WESTERN ALLIANCE BANK

Address of Bank:

By:

Title:

Attn: _____

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Intellectual Property Security Agreement to be executed as of the date first above written.

Address of Grantor:

5930 Main Street
Mount Jackson, VA 22842

GRANTOR:

HSRL HOLDINGS LLC
HSRL OPERATING LLC
VET PATH SERVICES, LLC
VPS ARCHIVES, LLC
HSRL ARCHIVES, LLC
TOX PATH SPECIALISTS, LLC
ALIZÉE PATHOLOGY, LLC

Attn: Thomas Galati

By:
Title:

Address of Bank:

BANK:

WESTERN ALLIANCE BANK

Attn: Bill Wickham

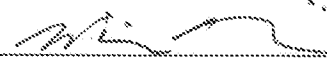
By: 
Title: Senior Director, Commercial Banking

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“Alizee Pathology Renal Denervation Image.”	VAu001202328	2015-04-06

EXHIBIT C

Trademarks

Description	Registration/Application No.	Registration Date
“HSRL”	3,867,457	10/26/2010
“Histo-Scientific Research Laboratories”	3,869,903	11/2/2010
“ALIZÉE PATHOLOGY”	4,077,717	12/27/2011