

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veritas Genetics, Inc.		02/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NFS Leasing, Inc.		
Street Address:	900 Cummings Center, Suite 226-U		
City:	Beverly		
State/Country:	MASSACHUSETTS		
Postal Code:	01915		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5710673	YOUR GENOME. YOUR JOURNEY.	
Registration Number:	5710468		
Registration Number:	5171845	ARVADOS	
Registration Number:	5171844	ARVADOS	
Registration Number:	5171843	CUROVERSE	
Registration Number:	4905699	VERITAS	
CORRESPONDENCE DATA			
Fax Number:	5089293014		
<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:	5088795700		
Email:	joneill@bowditch.com		
Correspondent Name:	Julia K O'Neill		
Address Line 1:	200 Crossing Blvd, Suite 300		
Address Line 4:	Framingham, MASSACHUSETTS 01702		
NAME OF SUBMITTER:	Julia K. O'Neill		
SIGNATURE:	/Julia K. O'Neill/		
DATE SIGNED:	02/26/2020		
Total Attachments: 9			

CH \$165.00 5710673

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is made as of February 13, 2020, by and between Veritas Genetics, Inc., a Delaware corporation with a principal address of 99 Conifer Hill Dr., Danvers, MA 01923 (“Grantor”) in favor of NFS Leasing, Inc. (the “Secured Party”), a Massachusetts corporation with a principal address of 900 Cummings Center, Suite 226U, Beverly, MA 01915.

RECITALS

A. The parties have entered into a Restructure Agreement (the “Restructure Agreement”) of even date herewith with respect to the Equipment Lease (as such term is defined in the Restructure Agreement);

B. In consideration of the Secured Party’s willingness to enter into the Restructure Agreement, Grantor has agreed to provide to Secured Party a continuing first position security interest in all of Grantor’s now owned and hereafter acquired intellectual property; and to that end, Grantor has executed in favor of Secured Party a certain Amended and Restated Security Agreement of even date hereof (the “Security Agreement”) providing for a security interest in all Assets, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

C. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under all intellectual property now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “Collateral” for purposes of this Agreement), including but not limited to the following:

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) All trade secrets;

(e) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or other intellectual property of the Company, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(h) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademark applications at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademark applications would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Continuing Security Interest. Grantor agrees that this Agreement will create a continuing security interest in the Collateral which will remain in effect until all of the Obligations are fully, finally and indefeasibly satisfied and paid.

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

4. Representations, Warranties, and Covenants. Grantor represents, warrants, covenants and agrees as follows:

(a) To the actual knowledge of Grantor, a true and complete list of copyright registrations applications, and recordings in the U.S. and worldwide, owned by Grantor, in whole or in part, is set forth in Exhibit A; a true and complete list of patents and patent applications in the U.S. and worldwide, owned by Grantor, in whole or in part, is set forth in Exhibit B; and a true and complete list of trademarks and trademark applications in the U.S. and worldwide, owned by Grantor, in whole or in part, is set forth in Exhibit C;

(b) Grantor is the sole owner of the Collateral;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for transfers otherwise permitted under the Equipment Lease and Security Agreement; however, for clarity, nothing in this Agreement shall restrict Grantor from amending, modifying, terminating and/or replacing, or entering into, any license or other right to use any of the Copyrights, Patents, Trademarks, or other intellectual property of the Company, any technology transfer agreement involving intellectual property, or any joint venture agreement or similar agreement involving intellectual property;

(d) To its knowledge, each of the Trademarks is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(f) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(g) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(h) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

5. Authorization to Supplement and Amend. If Grantor obtains rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, the provisions of this Agreement will automatically apply thereto. Grantor will give prompt notice in writing to Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting Grantor's obligations under Section 4 and other sections of this Agreement, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Exhibit A, Exhibit B, or Exhibit C, as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A, B, or C will in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibit A, B, or C.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the Massachusetts Uniform Commercial Code.

7. Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors and assigns of the parties hereto.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Equipment Lease or Security Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 5 hereof to be made by Secured Party alone.

10. Counterparts. 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.

11. Severability. If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

VERITAS GENETICS, INC.

99 Conifer Hill Dr.
Danvers, MA 01923

By:  _____

Name: Mirza Cifric

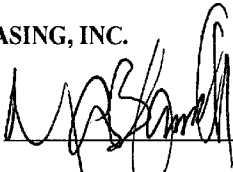
Its: CEO

SECURED PARTY:

Address of Secured Party:

NFS LEASING, INC.

900 Cummings Center, Suite 226U
Beverly, MA 01915

By:  _____

Name: Mark Blaisdel

Title: Chief Financial Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

U.S. Patents and Patent Applications




None.

Foreign Patents and Patent Applications

None.

EXHIBIT C

Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
YOUR GENOME. YOUR JOURNEY.	U.S.	5710673	3/26/2019
	U.S.	5710468	3/26/2019
	U.S.	5171845	3/28/2017
ARVADOS	U.S.	5171844	3/28/2017
CUROVERSE	U.S.	5171843	3/28/2017
VERITAS	U.S.	4905699	2/23/2016
VERITAS	E.U.	016603078	8/10/2017
	E.U.	016849465	9/28/2017

Unregistered Trademarks:

myGenome
myGenomeDX
myBRCA
myBRCA HiRisk
myHealthyStart
myPrenatal