

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caris Science, Inc.		04/02/2020	Corporation:
Caris MPI, Inc.		04/02/2020	Corporation:
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC.		
Street Address:	888 7th Avenue		
Internal Address:	35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	5940472	ADAPTAMERS	
Registration Number:	5893325	ADAPTAMERS	
Registration Number:	4076187	CARIS BIOREPOSITORY	
Registration Number:	3450350		
Registration Number:	4593363	MOLECULAR INTELLIGENCE	
Registration Number:	3884980	TARGET NOW	
Registration Number:	5561456	ADAPT BIOTARGETING	
Registration Number:	5551166	ADAPT	
Registration Number:	5133060	CARIS	
Registration Number:	3967291	CARIS LIFE SCIENCES	
Registration Number:	3951903	CARIS LIFE SCIENCES	
Registration Number:	3948808	CARIS LIFE SCIENCES	
Registration Number:	3945790		
Registration Number:	3871044	CARISOME	
Serial Number:	88763981	CARIS THERAPEUTICS	
Serial Number:	88637695	DEAN	
Serial Number:	88483533	JIT	

CH \$740.00 5940472

Property Type	Number	Word Mark
Serial Number:	88483526	JUST-IN-TIME
Serial Number:	88330492	MI EXOME
Serial Number:	88735128	MI GPS
Serial Number:	88277158	MI TRANSCRIPTOME
Serial Number:	88254253	NGP
Serial Number:	88483523	PHARMATECH
Serial Number:	88483534	TRIALPLUS+
Serial Number:	86713384	BRCANSWERS
Serial Number:	86699760	C.O.D.E.
Serial Number:	87732684	MI CDX
Serial Number:	88099836	NEXT GENERATION PROFILING
Serial Number:	87689796	JUST4HER

CORRESPONDENCE DATA

Fax Number: 2024347400

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: 2024347300

Email: JBForrest@mintz.com

Correspondent Name: MINTZ LEVIN

Address Line 1: 701 Pennsylvania Avenue NW

Address Line 2: Suite 900

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	John B. Forrest
SIGNATURE:	/John B. Forrest/
DATE SIGNED:	04/03/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of April 2, 2020, is entered into by and among Caris Science, Inc., a Texas corporation (“**CSI**”), Caris MPI, Inc., a Texas corporation (“**MPI**” and, together with CSI, the “**Grantors**” and each, a “**Grantor**”) and TPG SPECIALTY LENDING, INC. (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of September 21, 2018, among the Assignee, the Grantors and the other grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Financing Agreement, dated as of September 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”), between, among others, certain of the Grantors’ affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Financing Agreement, as applicable. For purposes of this Agreement, “**Trademarks**” shall mean all of the following now owned or hereafter acquired by each Grantor: (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing including, including, without limitation, the applications and registrations listed on Schedule A hereto, and (b) with respect to any and all of the foregoing: (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

WHEREAS, pursuant to the Security Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral of such Grantor, including such Grantor’s Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Security Agreement, as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of such Grantor’s Secured Obligations, each Grantor hereby grants to the Assignee a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) Notwithstanding anything to the contrary contained in clause (a), the security interest created by this Agreement shall not extend to any Excluded Assets, including any applications for trademarks or service marks filed in the United States Patent and Trademark Office or any successor thereto (the “**PTO**”) on the basis of the applicant’s intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement shall be coterminous with the term of the Security Agreement.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

TPG SPECIALTY LENDING, INC.,
as Administrative Agent

By: 

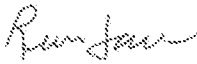
Name: Robert Stanley
Title: President

Address of Assignee:

888 7th Avenue
New York, NY 10106

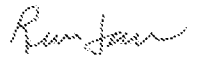
GRANTORS:

CARIS SCIENCE, INC.

By: 
Name: Russ Farr
Title: Secretary and Treasurer

Address of Grantor: 750 West John Carpenter
Freeway, Suite 800, Irving, Texas 75039

CARIS MPL, INC.

By: 
Name: Russ Farr
Title: Secretary and Treasurer

Address of Grantor: 750 West John Carpenter
Freeway, Suite 800, Irving, Texas 75039

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
CSI	ADAPTAMERS	88569241	8/7/2019	Registered	5940472	12/17/2019
CSI	ADAPTAMERS	86840057	12/4/2015	Registered	5893325	10/22/2019
MPI	CARIS BIOREPOSITORY	85193125	12/7/2010	Registered	4076187	12/27/2011
MPI	DESIGN	77100120	2/6/2007	Registered	3450350	6/17/2008
MPI	MOLECULAR INTELLIGENCE	85648491	6/11/2012	Registered	4593363	8/26/2004
MPI	TARGET NOW AND DESIGN (DNA HELIX)	77853814	10/21/2009	Registered	3884980	12/7/2010
CSI	ADAPT BIOTARGETING	86840129	12/4/2015	Registered	5561456	9/11/2018
CSI	ADAPT	86699767	7/21/2015	Registered	5551166	8/28/2018
CSI	CARIS	87079140	6/21/2016	Registered	5133060	1/31/2017
CSI	CARIS LIFE SCIENCES	77931810	2/9/2010	Registered	3967291	5/24/2011
CSI	CARIS LIFE SCIENCES AND DESIGN	77902927	12/30/2009	Registered	3951903	4/26/2011
CSI	CARIS LIFE SCIENCES AND DESIGN (HORIZONTAL)	77902943	12/30/2009	Registered	3948808	4/19/2011
CSI	CARIS LOGO (3 HORIZONTAL CURVED LINES)	77931817	2/9/2010	Registered	3945790	4/12/2011
CSI	CARISOME	77645635	1/8/2009	Registered	3871044	11/2/2010

Applications for Registration of Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
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CSI	CARIS THERAPEUTICS	88763981	1/17/2020	Pending		
CSI	DEAN	88637695	10/1/2019	Pending		
MPI	JIT	88483533	6/21/2019	Pending		
MPI	JUST-IN-TIME	88483526	6/21/2019	Pending		
MPI	MI EXOME	88330492	3/7/2019	Allowed		
MPI	MI GPS	88735128	12/20/2019	Pending		
MPI	MI TRANSCRIPTOME	88277158	1/25/2019	Allowed		
MPI	NGP	88254253	1/8/2019	Allowed		
MPI	PHARMATECH	88483523	6/21/2019	Pending		
MPI	TRIALPLUS+	88483534	6/21/2019	Pending		
MPI	BRCAnswers	86713384	8/3/2015	Allowed		
MPI	C.O.D.E.	86699760	7/21/2015	Allowed		
MPI	MICDx	87732684	12/22/2017	Pending		
MPI	NEXT GENERATION PROFILING	88099836	9/9/2018	Pending		
CSI	JUST4HER	87689796	11/17/2017	Pending		