# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM574507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASSUREX HEALTH, INC.		08/30/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	4639345	ASSUREX
Registration Number:	5135495	CHANGING LIVES THROUGH GENETIC INSIGHT
Registration Number:	4540787	CLINICAL DECISIONS GENETICALLY INFORMED
Registration Number:	5000031	CPGX
Registration Number:	4332579	GENESIGHT
Registration Number:	4742168	
Registration Number:	4558453	
Registration Number:	4517481	HELPING PEOPLE RECLAIM THEIR LIVES
Registration Number:	4471397	MYASSURERX
Registration Number:	5174212	PRECISION MEDICINE FOR PERSONAL WELLNESS
Registration Number:	4550342	REALIZING THE CLINICAL PROMISE OF GENOMI
Registration Number:	5135494	

### CORRESPONDENCE DATA

**Fax Number:** 2149813400

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: 214-981-3483 Email: dclark@sidley.com **Correspondent Name:** Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

TRADEMARK

REEL: 006928 FRAME: 0546 900547389

Address Line 2: Address Line 4:	2021 McKinney Ave., Suite 2000 Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	•	36084-30015	
NAME OF SUBMITTER:		Dusan Clark	
SIGNATURE:		/Dusan Clark/	
DATE SIGNED:		05/01/2020	

#### **Total Attachments: 5**

source=Myriad - EXECUTED - 2018 Confirmatory Grant of SI in Trademarks (Assurex)#page1.tif source=Myriad - EXECUTED - 2018 Confirmatory Grant of SI in Trademarks (Assurex)#page2.tif source=Myriad - EXECUTED - 2018 Confirmatory Grant of SI in Trademarks (Assurex)#page3.tif source=Myriad - EXECUTED - 2018 Confirmatory Grant of SI in Trademarks (Assurex)#page4.tif source=Myriad - EXECUTED - 2018 Confirmatory Grant of SI in Trademarks (Assurex)#page5.tif

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "<u>Confirmatory Grant</u>") is made effective as of August 30, 2018, by and from ASSUREX HEALTH, INC., a Delaware corporation (the "<u>Grantor</u>"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "<u>Grantee</u>") for itself and as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Myriad Genetics, Inc., a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent and Grantee have entered into a Credit Agreement dated as of December 23, 2016 (as may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated as of December 23, 2016 (as may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

#### 2) <u>The Security Interest.</u>

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit Grantor's grant of a security interest in the foregoing assets or any other Collateral in favor of Grantee to

secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

ASSUREX HEALTH, INC.

DocuSigned by:

By: Bryan Rigsbee
Name: R. Bryan Riggsbee

Title: Vice President and Treasurer

Signature Page for Grant of Security Interest in United States Trademarks

## CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration No.	Registration Date	Serial No.	Application Date	Owner
ASSUREX	4,639,345	11/18/2014	85/928,926	5/10/2013	Assurex Health, Inc.
CHANGING LIVES THROUGH GENETIC INSIGHT	5,135,495	2/7/2017	86/839,257	12/4/2015	Assurex Health, Inc.
CLINICAL DECISIONS GENETICALLY INFORMED	4,540,787	5/27/2014	85/904,163	4/15/2013	Assurex Health, Inc.
CPGx	5,000,031	7/12/2016	86/730,912	8/20/2015	Assurex Health, Inc.
GENESIGHT	4,332,579	5/7/2013	85/460,254	10/31/2011	Assurex Health, Inc.
	4,742,168	5/26/2015	86/275,609	5/8/2014	Assurex Health, Inc.
***************************************	4,558,453	7/1/2014	85/904,194	4/15/2013	Assurex Health, Inc.
HELPING PEOPLE RECLAIM THEIR LIVES	4,517,481	4/22/2014	86/035,049	8/12/2013	Assurex Health, Inc.
MYASSURERX	4,471,397	1/21/2014	85/526,863	1/27/2012	Assurex Health, Inc.

PRECISION MEDICINE FOR PERSONAL WELLNESS	5,174,212	4/4/2017	86/839,247	12/4/2015	Assurex Health, Inc.
REALIZING THE CLINICAL PROMISE OF GENOMICS	4,550,342	6/17/2014	85/928,932	5/10/2013	Assurex Health, Inc.
	5,135,494	2/7/2017	86/839,230	12/4/2015	Assurex Health, Inc.

**RECORDED: 05/01/2020**