

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603707

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cancer Genetics, Inc.		07/15/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Interpace BioPharma, Inc.		
<b>Street Address:</b>	Morris Corporate Center 1, Building C		
<b>Internal Address:</b>	300 Interpace Parkway		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3993858	CGI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156894688		
<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>			
<b>Phone:</b>	2159814194		
<b>Email:</b>	paul.kennedy@troutman.com, theresa.catalano@troutman.com, michael.tier@troutman.com		
<b>Correspondent Name:</b>	Paul J. Kennedy		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	Eighteenth and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		
<b>ATTORNEY DOCKET NUMBER:</b>	136054.72-CGI to Int. Bio		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		
<b>SIGNATURE:</b>	/Paul J. Kennedy/		
<b>DATE SIGNED:</b>	10/19/2020		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE-BACK AGREEMENT**

This Intellectual Property Assignment and License-Back Agreement (this “**IP Agreement**”) dated as of July 15, 2019, is entered into between Interpace BioPharma, Inc., a Delaware corporation (the “**Buyer**”), Partners for Growth IV, L.P., a Delaware limited partnership (the “**Seller**”), and Cancer Genetics, Inc., a Delaware corporation (“**CGI**”, and together with the Buyer and the Seller, the “**Parties**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Secured Creditor Asset Purchase Agreement, dated as of the date hereof, among the Buyer, the Seller, CGI, and, solely for purposes of the Specified Sections, Interpace Diagnostics Group, Inc., a Delaware corporation (“**IDXG**”) (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”).

**WITNESSETH:**

**WHEREAS**, CGI owns the right, title and interest in and to the trademarks set forth on Exhibit A attached hereto (the “**Trademarks**”) and the internet domain names set forth on Exhibit B attached hereto (the “**Internet Domain Names**”, and together with the Trademarks, the “**Purchased Intellectual Property**”);

**WHEREAS**, pursuant to the Purchase Agreement, the Seller has agreed to irrevocably sell, convey, assign, and transfer to the Buyer, and the Buyer has agreed to purchase from the Seller, through the Private Sale Transaction, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement, all of CGI’s right, title and interest in, to and under the Purchased Intellectual Property, as more particularly set forth therein, which constitutes a portion of the Collateral.

**WHEREAS**, pursuant to the Purchase Agreement, CGI has agreed, *inter alia*, to change its name from “Cancer Genetics, Inc.”, and requires time to transition from use of such name;

**WHEREAS**, CGI requires, and Buyer is willing to grant CGI, a short-term license to use the Purchased Intellectual Property while CGI completes its transition from use of such Purchased Intellectual Property;

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Effective as of the Closing, the Seller and CGI each hereby irrevocably sells, conveys, assigns and transfers to the Buyer, and the Buyer hereby purchases, acquires and accepts from the Seller and CGI, all right, title and interest of CGI, free and clear of the Seller’s security interest and any other Encumbrance, in, to and under the Purchased Intellectual Property, and to any registrations, renewals and extensions that may be granted thereon, together with all common law rights and the goodwill associated with the Trademarks.

2. Effective as of the Closing, the Buyer hereby grants CGI a limited, non-exclusive,

non-transferable, non-sublicensable and royalty-free licence to use or display the Purchased Intellectual Property in connection with the Other Business Units for a period of six (6) months following the Closing Date (“Term”). At the end of the Term, CGI may request the Buyer extend the Term by up to another six (6) months. No other rights associated with the Purchased Intellectual Property are granted under this IP Agreement.

a. Trademark Notices. CGI agrees to include the appropriate trademark notices on any products or promotional materials, including, but not limited to, use on CGI’s website and use in any marketing or advertising materials. CGI agrees to not make modifications to the Trademarks and that use of the Trademarks is to be strictly in accordance with the Buyer’s guidelines, criteria, and standards.

b. Termination. If CGI defaults in the performance of, or materially fails to be in compliance with, any condition or covenant of this IP Agreement and any such default or noncompliance shall not have been remedied, within fourteen (14) days after receipt by CGI of a written notice thereof from the Buyer, the Buyer may terminate this IP Agreement, effective immediately, upon notice.

c. Effect of Expiration or Termination. Upon expiration or termination of this IP Agreement, CGI agrees to immediately discontinue all use of the Purchased Intellectual Property and to acknowledge that all rights in such Purchased Intellectual Property and the goodwill associated therewith shall remain the Buyer’s property. CGI further agrees to cooperate with the Buyer to facilitate Buyer’s ownership or control of the Purchased Intellectual Property.

d. Assignment. The rights granted herein may not be assigned, mortgaged, sub-licensed or otherwise encumbered by CGI.

e. Quality. It shall be CGI’s responsibility to ensure that all use of the Trademarks in conjunction with the Other Business Units, including but not limited to, all advertising and promotional materials bearing the Trademarks, shall be of high quality and consistent with any quality control standards established by the Buyer. During the Term, the Buyer shall have the right to request CGI to submit samples of any or all of the advertising or promotional materials which use the Trademarks in any manner. If any such materials fail to meet with the Buyer’s approval, and such failure continues for fourteen (14) days following the Buyer’s written notice thereof, Buyer shall be entitled to terminate the license granted by this IP Agreement in accordance with Sections 2(a) and 2(b) hereof.

f. Compliance with Laws. CGI, in the performance of this IP Agreement, shall comply with all applicable Laws, ordinances and regulations.

3. CGI hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including, the United States Patent and Trademark Office, to transfer ownership and registration of the Trademarks to the Buyer, and CGI hereby gives its authorization to update the registrant information to reflect the transfer of the Domain Names to the Buyer.

4. This IP Agreement and the Purchase Agreement (in each case, including all Schedules and Exhibits hereto and thereto) and the Ancillary Agreements contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, except for any written agreement of the Parties that expressly provides that it is not superseded by this IP Agreement or the Purchase Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the Parties under the Purchase Agreement and, to the extent of any conflict between the terms and conditions of this IP Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. The following provisions of the Purchase Agreement are hereby incorporated by reference, substituting, in each such section, the term "IP Agreement" as defined herein for the term "Agreement" as defined in the Purchase Agreement: Section 8.1 (*Notices*); Section 8.2 (*Amendment*); Section 8.3 (*Waiver; Remedies*); Section 8.5 (*Assignment; Successors; No Third Party Rights*); Section 8.6 (*Severability*); Section 8.9 (*Governing Law*); Section 8.11 (*Jurisdiction; Service of Process*); Section 8.12 (*Waiver of Jury Trial*); and Section 8.15 (*Counterparts*).

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**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this IP Agreement as of the date first written above.

*[Signature Page to Intellectual Property Assignment and License-Back Agreement]*

**TRADEMARK**  
**REEL: 007079 FRAME: 0539**

**PARTNERS FOR GROWTH IV, L.P.**

By:   
Name: Philip Lawson  
Title: Manager, Partners for Growth IV LLC  
its General Partner

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**INTERPACE BIOPHARMA, INC.**

By: \_\_\_\_\_

Name: Jack Stovet

Title: President & Chief Executive Officer

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CANCER GENETICS, INC.

By: John Roberts  
Name: John A. Roberts  
Title: President & CEO

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**EXHIBIT A**

**REGISTERED TRADEMARKS**

<b>Serial Number / Registration Number</b>	<b>Date</b>	<b>Mark</b>	<b>Owner</b>
3,993,858	2011	CGI	Cancer Genetics, Inc.

**COMMON LAW TRADENAME AND TRADEMARKS**

CANCER GENETICS

CANCER GENETICS, INC.

**EXHIBIT B**

**INTERNET DOMAIN NAMES**

<b>Domain Name</b>	<b>Domain Host</b>	<b>Admin Contact</b>	<b>Owner</b>	<b>Expiry</b>
Cancergenetics.com	Media Temple	JP Younis	Cancer Genetics, Inc.	2017
Cancergeneticsindia.co.in	GoDaddy	JP Younis	Cancer Genetics, Inc.	2019
Cancergeneticsindia.com	GoDaddy	JP Younis	Cancer Genetics, Inc.	2019
Cancergeneticsitalia.com	GoDaddy	JP Younis	Cancer Genetics, Inc.	2022
Cancergeneticsitalia.in	GoDaddy	JP Younis	Cancer Genetics, Inc.	2022
Cgix.com	Media Temple	JP Younis	Cancer Genetics, Inc.	2023
Cgi-labs.com	GoDaddy	JP Younis	Cancer Genetics, Inc.	2022
Cgi-labs.net	GoDaddy	JP Younis	Cancer Genetics, Inc.	2022
Cgilaboratories.com	GoDaddy	JP Younis	Cancer Genetics, Inc.	2022
Cgilaboratories.net	GoDaddy	JP Younis	Cancer Genetics, Inc.	2022
Cgireports.com	GoDaddy	JP Younis	Cancer Genetics, Inc.	2019
Gentris.com	Network Solutions	JP Younis	Gentris, LLC	2020
Gentrischina.asia	Network Solutions	JP Younis	Gentris, LLC	2022
Gentrischina.biz	Network Solutions	JP Younis	Gentris, LLC	2022