

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Myriad Genetics, Inc.		05/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Myriad myPath, LLC		
Street Address:	320 Wakara Way		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4696575	MYPATH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	678-632-6933		
Email:	anne.yates@fisherbroyles.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	1029 Peachtree Parkway North, Suite 195		
Address Line 2:	FisherBroyles LLP		
Address Line 4:	Peachtree City, GEORGIA 30269		
NAME OF SUBMITTER:	Anne E. Yates		
SIGNATURE:	/Anne E. Yates/		
DATE SIGNED:	05/28/2021		
Total Attachments: 8			
source=Myriad- Amended and Restated Assignment#page1.tif			
source=Myriad- Amended and Restated Assignment#page2.tif			
source=Myriad- Amended and Restated Assignment#page3.tif			
source=Myriad- Amended and Restated Assignment#page4.tif			
source=Myriad- Amended and Restated Assignment#page5.tif			

OP \$40.00 4696575

source=Myriad- Amended and Restated Assignment#page6.tif
source=Myriad- Amended and Restated Assignment#page7.tif
source=Myriad- Amended and Restated Assignment#page8.tif

AMENDED AND RESTATED PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made, entered into and effective as of this May 28, 2021 ("the "Effective Date"), by Myriad myPath, LLC, a Delaware limited liability company ("Assignee"), and Myriad Genetics, Inc., a Delaware corporation ("Assignor"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in that certain Contribution Agreement, dated April 26, 2021 (the "Contribution Agreement"), by and between Assignor, Myriad Genetic Laboratories, Inc. ("MGL") and Assignee.

RECITALS:

WHEREAS, the Contribution Agreement provides for the contribution by Assignor of certain assets more particularly described in the Contribution Agreement to Assignee in exchange for 100 Units of the Company;

WHEREAS, pursuant to the Contribution Agreement, Assignor and MGL agreed to take steps and actions as Assignee may reasonably request or as may otherwise be necessary to put the Assignee in actual possession or control of the certain assets more particularly described in the Contribution Agreement and vest with Assignee sole and complete ownership thereof;

WHEREAS, pursuant to the Contribution Agreement, Assignor had previously executed a Patent and Trademark Assignment Agreement, dated May 10, 2021, in which Assignor assigned certain intellectual property to Assignee, and Assignee accepted such assignment;

WHEREAS, Assignor and Assignee wish to restate the previous assignment and amend it to include a UK trademark, and all goodwill associated with all assigned trademarks;

WHEREAS, Assignor and MGL have agreed to assign to Assignee the Contributed Assets, and Assignee has agreed to accept such assignment, including the registered patents set forth on Schedule 1 attached hereto and the registered trademarks set forth in Schedule 2 attached hereto (the "Assigned Patents and Trademarks"); and

WHEREAS, the Assignor has agreed to execute this Assignment to enable the Assignee to record the assignment of the Assigned Patents and Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, each party agrees as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Patents and Trademarks, together with all goodwill associated therewith.

2. **Recording this Assignment.** The parties hereby authorize the relevant authority at the United States Patent and Trademark Office or other applicable Governmental Authority in any applicable jurisdictions whose duty is to issue patents, trademarks or copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Assigned Patents and Trademarks, as assignee of the entire right, title and

interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives (collectively, the "Recordations"). Assignor and MGL covenant and agree to file and make all Recordations as soon as practicable following this Agreement and take steps and actions as Assignee may reasonably request or as may otherwise be necessary in connection thereof.

3. **Further Assurances.** Assignor agrees (at no cost to Assignee) to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.

4. **Entire Agreement.** This Assignment, together with the other applicable provisions of the Contribution Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern. All matters relating to the transfer of the Contributed Assets to Assignee and not expressly regulated hereunder, will be deemed to be regulated by the Contribution Agreement. This Assignment is not intended to enlarge or reduce the rights of the parties under the Contribution Agreement, but is intended to carry out the terms therein.

5. **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is freely assignable by the Assignee but may not be assigned by the Assignor, including without limitation by operation of law, without the prior written consent of the Assignee; *provided, however*, that any such assignment by the Assignee shall not relieve it of its obligations hereunder. For purposes of this Assignment, the term "assignment" shall include the consolidation or merger of a party with and into a third party or the sale of all or substantially all of the assets or business of a party. Any attempted assignment in violation of this Assignment shall be null and void.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the substantive Laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof. Each party to this Assignment agrees that, in the event such party elects to initiate litigation against the other party, such party shall, and may only, file such litigation in the state or federal courts of Delaware. Each party to this Assignment hereby expressly and irrevocably waives any claim or defense in any action or proceeding brought in said jurisdiction and courts based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis. Each party to this Assignment hereby irrevocably consents to service of process in the manner provided for notices in Section 9.3 of the Contribution Agreement. Nothing in this Assignment shall affect the right of any party to this Assignment to serve process in any other manner permitted by applicable Law.

7. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Assignment (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or other fixed image form) shall be sufficient to bind the parties to the terms and conditions of this Assignment.

Signatures on following page.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized respective officers, all as of the date first written above.

ASSIGNOR:

Myriad Genetics, Inc.

By: R. Bryan Riggsbee

Name: R. Bryan Riggsbee

Title: Chief Financial Officer and Treasurer

ASSIGNEE:

Myriad myPath, LLC

By: R. Bryan Riggsbee

Name: R. Bryan Riggsbee

Title: Chief Financial Officer and Treasurer

Signature Page to Patent and Trademark Assignment Agreement

TRADEMARK
REEL: 007310 FRAME: 0907

SCHEDULE 1

Assigned Patents

See attached.

Myriad Docket Number	Country	Applicant/Owner	Application Number	Application Date	Status	Patent Number	Grant Date	Title	Publication Number	Publication Date
3330-01-3AU	Australia	Myriad Genetics, Inc.	2014235380	03/12/2014	Granted	2014235380	07/02/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-4AU	Australia	Myriad Genetics, Inc.	2020204060	03/12/2014	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3CA	Canada	Myriad Genetics, Inc.	2,906,523	03/12/2014	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3EP	European Patent Convention	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	2971156	01/20/2016
3330-01-3AT	AT	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3BE	BE	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3CH	CH & LI	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3DE	DE	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3DK	DK	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3ES	ES	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3FI	FI	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3FR	FR	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3GB	GB	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3IE	IE	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3IT	IT	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3LU	LU	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3NL	NL	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3NO	NO	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3SE	SE	Myriad Genetics, Inc.	14769159.6	03/12/2014	Granted	2971156	07/15/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-4EP	European Patent Convention	Myriad Genetics, Inc.	20185770.3	03/12/2014	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		

3330-01-3NZ	New Zealand	Myriad Genetics, Inc.	711,479	03/12/2014	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3WO	Patent Cooperation Treaty	Myriad Genetics, Inc.	PCT/AUS14/024790	03/12/2014	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	WO 2014/151026	09/25/2014
3330-01-1P	United States	Myriad Genetics, Inc.	61/793,031	03/15/2013	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-2P	United States	Myriad Genetics, Inc.	61/889,609	10/11/2013	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-01-3U	United States	Myriad Genetics, Inc.	14/205,965	03/12/2014	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	2014-0271546	09/18/2014
3330-02-1AU	Australia	Myriad Genetics, Inc.	2015284460	06/26/2015	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-02-1CA	Canada	Myriad Genetics, Inc.	2,953,016	06/26/2015	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-02-1EP	European Patent Convention	Myriad Genetics, Inc.	15814954.2	06/26/2015	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	3164508	05/10/2017
3330-02-1NZ	New Zealand	Myriad Genetics, Inc.	727,081	06/26/2015	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-02-2NZ	New Zealand	Myriad Genetics, Inc.	765,619	06/26/2015	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-02-1WO	Patent Cooperation Treaty	Myriad Genetics, Inc.	PCT/US15/038036	06/26/2015	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	WO 2016/003810	01/07/2016
3330-02-1C	United States	Myriad Genetics, Inc.	16/786,780	02/10/2020	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	2020-0256908	08/13/2020
3330-02-1P	United States	Myriad Genetics, Inc.	62/020,302	07/02/2014	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-02-1U	United States	Myriad Genetics, Inc.	15/388,979	12/22/2016	Granted	10,612,099	04/07/2020	GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	2017-0196358	07/13/2017
3330-03-1CA	Canada	Myriad Genetics, Inc.	3,010,240	01/06/2017	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-03-1EP	European Patent Convention	Myriad Genetics, Inc.	17736421.3	01/06/2017	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	3400312	11/14/2018
3330-03-1P	United States	Myriad Genetics, Inc.	62/275,656	01/06/2016	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA		
3330-03-1U	United States	Myriad Genetics, Inc.	16/026,839	07/03/2018	Filed			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	2019-0032144	01/31/2019
3330-03-1WO	Patent Cooperation Treaty	Myriad Genetics, Inc.	PCT/US17/012513	01/06/2017	Inactive			GENES AND GENE SIGNATURES FOR DIAGNOSIS AND TREATMENT OF MELANOMA	WO 2017/120456	07/13/2017

SCHEDULE 2

Assigned Trademarks

MarkName	Applicant/Owner	Current Application Number	Country	Status	Current Application Date	Current Registration Number	Current Registration Date
MYPATH	Myriad Genetics, Inc.	85/924,745	United States	Registered	05/06/2013	4,696,575	03/03/2015
MYPATH	Myriad Genetics, Inc.	A0038583	Community Trademark	Registered	10/10/2013	1181902	10/10/2013
MYPATH	Myriad Genetics, Inc.	A0038583	Switzerland	Registered	10/10/2013	1181902	10/10/2013
MYPATH	Myriad Genetics, Inc.	UK00801181902	United Kingdom	Registered	10/10/2013	UK00801181902	09/16/2014