

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN REEL 5980 FRAME 0567 AND REEL 6694 FRAME 0735

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		07/12/2021	STATUTORY TRUST: DELAWARE

RECEIVING PARTY DATA

Name:	AGENA BIOSCIENCE, INC.
Street Address:	3565 General Atomics Court
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78979370	EPITYPER
Registration Number:	3228569	IPLEX
Registration Number:	4031877	ISEQ
Registration Number:	2878299	MASSARRAY
Registration Number:	2767429	MASSEXTEND
Registration Number:	2602034	SPECTROCHIP
Registration Number:	4733377	HEMO ID
Registration Number:	4633026	LUNGCARTA
Serial Number:	86309704	AGENA BIOSCIENCE
Registration Number:	5696603	VERIDOSE
Serial Number:	88143725	TYPERDX
Serial Number:	88173480	ULTRASEEK
Serial Number:	88284228	LIQUIDIQ

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

TRADEMARK

Email: cfraser@mcguirewoods.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1230 Peachtree Street, Suite 2100
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: Agena - 2061695.0035

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 07/13/2021

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of July 12, 2021 (“Effective Date”) by MIDCAP FINANCIAL TRUST, (the “Grantee”), in favor of AGENA BIOSCIENCE, INC., a Delaware corporation (“Grantor”).

WHEREAS, Grantor is a borrower under that certain Amended and Restated Credit and Security Agreement, dated as of January 31, 2017, by and among Grantor, the Lenders from time to time party thereto, and Grantee, as administrative agent (as amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of June 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “2019 IP Security Agreement”), and that certain Intellectual Property Security Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “2017 IP Security Agreement,” and together with the 2019 IP Security Agreement, the “IP Security Agreement”) Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of each Grantor’s right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the “Trademarks”);

WHEREAS, the 2019 IP Security Agreement was recorded with the United States Patent and Trademark Office on July 16, 2019, at Reel/Frame 6694/0735, and the 2017 IP Security Agreement was recorded with the United States Patent and Trademark Office on February 3, 2017 at Reel/Frame 5980/0567;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of July 12, 2021, by and among Grantee and Grantor, Grantee has consented to the release of the Lien on the Collateral granted under the Credit Agreement and the IP Agreement, including, without limitation, all Trademarks listed on Schedule 1 attached hereto (collectively, the “Intellectual Property Collateral”); and

WHEREAS, Grantee desires to release its Lien in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee’s Lien in the Intellectual Property Collateral granted pursuant to the Credit Agreement and the IP Security Agreement respectively is hereby terminated and released.
2. To the extent Grantee retains any such interest, solely in connection with the Credit Agreement or the IP Agreement, Grantee hereby assigns, transfers and conveys to each Grantor, all of Grantee’s right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the each of the Trademarks, solely in connection with the Credit Agreement or the IP

Agreement, including, without limitation, the entire right, title and interest in and to each of the Trademarks, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Intellectual Property Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes each Grantor (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

6. Notwithstanding anything to the contrary contained herein, all indebtedness and all other obligations under that certain Credit and Security Agreement dated as of March 17, 2017, among Grantor, the various financial institutions party thereto as lenders, and MidCap Funding IV Trust as agent thereunder (as the same may be amended, extended, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement") and under the Financing Documents (as defined in the Revolving Credit Agreement) shall remain in full force and effect (including, without limitation, all liens provided by Grantor thereunder) and shall not be affected by this Release.

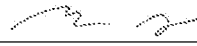
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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MIDCAP FINANCIAL TRUST,
as Grantee

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC, its
general partner

By:  (SEAL)

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1
TRADEMARKS

Mark	Application. No.	Registration No.	Status	Class(es)
EpitYPER® UNITED STATES	78/979,370	3,363,895	REGISTERED	09, 42
iPLEX® UNITED STATES	78/521,743	3,228,569	REGISTERED	01, 42
iSEQ® UNITED STATES	77/349,991	4,031,877	REGISTERED	01, 09
MassARRAY® EUROPEAN UNION	001148634	001148634	REGISTERED	42
AUSTRALIA	921937	921937	REGISTERED	09
CANADA	1151971	TMA699061	REGISTERED	09
CHINA	3249717	3249717	REGISTERED	09
EUROPEAN UNION	002807113	002807113	REGISTERED	09
HONG KONG	200402014	200402014	REGISTERED	09
JAPAN	2001025246	0004654906	REGISTERED	01,05, 09, 42
SINGAPORE	T0210355C	T0210355C	REGISTERED	09
SOUTH KOREA	4020020036407	4005729450000	REGISTERED	09
TAIWAN	091030221	01065671	REGISTERED	09
UNITED STATES	76/379,539	2,878,299	REGISTERED	09
MassExtend® JAPAN	2001025245	0004654905	REGISTERED	01
UNITED STATES	76/227,337	2,767,429	REGISTERED	01
SpectroCHIP® GERMANY	39712778,2	39712778	REGISTERED	01, 05, 09
JAPAN	2001025247	0004654907	REGISTERED	01, 05, 09, 42
UNITED STATES	75/982,140	2,602,034	REGISTERED	09
HemoCarta™				

Mark	Application. No.	Registration No.	Status	Class(es)
EUROPEAN UNION	12014106	12014106	REGISTERED	01, 42
Hemo ID™ CANADA	1668250		ALLOWED	01, 42
CHINA	14195855	14195855	REGISTERED	01
EUROPEAN UNION	12699484	12699484	REGISTERED	01, 42
JAPAN	2014-21085	5728939	REGISTERED	01, 42
UNITED STATES	86/069,315	4,733,377	REGISTERED	01, 42
LungCarta® AUSTRALIA	1174938	1174938	REGISTERED	01, 42
EUROPEAN UNION	12015004	12015004	REGISTERED	01, 42
UNITED STATES	85/833,886	4,633,026	REGISTERED	01, 42
WIPO	1174938	1174938	REGISTERED	01, 42
LUNGFUSION	86/421,039		ALLOWED	01, 42
AGENA BIOSCIENCE AUSTRALIA	1244161	1244161	REGISTERED	09
CANADA	1707073		PENDING	09
CHINA	1244161	1244161	REGISTERED	09
EUROPEAN UNION	13552567	13552567	REGISTERED	09
JAPAN	1244161	1244161	REGISTERED	09
UNITED STATES	86/309,704		ALLOWED	09
WIPO	1244161	1244161	RENEWAL	09
VERIDOSE				
AUSTRALIA	1450987		PENDING	01
CANADA	1,940,777		PENDING	01
CHINA	1450987		PENDING	01
EUROPEAN UNION	1450987		PENDING	01
JAPAN	1450987		PENDING	01
SOUTH KOREA	1450987		PENDING	01

Mark	Application. No.	Registration No.	Status	Class(es)
UNITED STATES	88052300	5,696,603	REGISTERED	01
WIPO		1450987	REGISTERED	01
TYPERDX				
UNITED STATES	88/143725		ALLOWED	09
CANADA	1,952,782		PENDING	09
WIPO (AU, CN, EU, IN, JP, KR, UK)	1,463,597		PENDING	09
ULTRASEEK				
CANADA	1,955,184		PENDING	01
UNITED STATES		88/173,480	PENDING	01
WIPO (AU, CN, EU, IN, JP, KR, UK)	1,463,943		PENDING	01
LIQUIDIQ				
UNITED STATES	88/284,228		PENDING	01