

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Reference Laboratories, Inc.		08/30/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	3424 Peachtree Road NE		
Internal Address:	Suite 2100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	4810231	ONKOSIGHT	
Registration Number:	4434170	ONCOGENEDX	
Registration Number:	4389668	FLASH FISH	
Registration Number:	4456259	BUENA SALUD	
Registration Number:	4448842	STORM PATH	
Registration Number:	4254092	GENCERV	
Registration Number:	4254089	INHERIGEN	
Registration Number:	4195962	XOMEDX	
Registration Number:	3538974	GENPAP	
Registration Number:	3314580	CAREINDEX	
Registration Number:	2975735	GENEDX	
Registration Number:	3669370	GENARRAY	
Registration Number:	3571856	ONECHECK	
Registration Number:	3386128	GENOMEDX	
Registration Number:	3301332	WE SEE WHAT OTHERS DON'T	
Registration Number:	2990952	GENPATH	
Registration Number:	2800091	BIO-REFERENCE	
Registration Number:	2518257	PSI MEDICA	
TRADEMARK			

CH \$1165.00 4810231

Property Type	Number	Word Mark
Registration Number:	6226402	BIOREFERENCE
Registration Number:	6210271	GENEDX
Registration Number:	6146605	MY LABOLOGY
Registration Number:	6136102	MY LABOLOGY
Registration Number:	6103975	XPANDED
Registration Number:	6009688	MYLABOLOGY
Registration Number:	5798886	XOMEDXXPRESS
Registration Number:	5717552	INSIGHT DX
Registration Number:	5229516	CLARITEST
Registration Number:	5019235	MY GENETICS TREE
Serial Number:	90903772	GLOBAL CAREINDEX
Serial Number:	90513931	SCARLET
Serial Number:	90844641	YOUR COUCH IS THE NEW WAITING ROOM
Serial Number:	90650916	GENOMEXPRESS
Serial Number:	90763351	XPRESS
Serial Number:	90817094	SCARLET
Serial Number:	90764448	NICUXPRESS
Serial Number:	90290532	SCARLET HEALTH
Serial Number:	90514087	SCARLET HEALTH
Serial Number:	90491428	NY RAPID RESTART
Serial Number:	90200391	SCARLET
Serial Number:	90200377	POKE
Serial Number:	90200341	VIAL
Serial Number:	90136123	MY LABTEAM
Serial Number:	90135784	MYLABTEAM
Serial Number:	90142023	ON DEMAND DX
Serial Number:	88904722	INHERISEQ
Serial Number:	88779170	ONKOSIGHT ADVANCED

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8136

Email: mtydir@jonesday.com

Correspondent Name: Michael Tydir, Jones Day

Address Line 1: 1221 Peachtree Street, NE

Address Line 2: Suite 400

Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER:	Michael Tydir
SIGNATURE:	/Michael Tydir/
DATE SIGNED:	08/31/2021
Total Attachments: 6 source=JPMC_BRLI - AR Trademark Security Agreement#page1.tif source=JPMC_BRLI - AR Trademark Security Agreement#page2.tif source=JPMC_BRLI - AR Trademark Security Agreement#page3.tif source=JPMC_BRLI - AR Trademark Security Agreement#page4.tif source=JPMC_BRLI - AR Trademark Security Agreement#page5.tif source=JPMC_BRLI - AR Trademark Security Agreement#page6.tif	

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2021 (this “Trademark Security Agreement”), is made by BIO-REFERENCE LABORATORIES, INC., a New Jersey corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement).

WHEREAS, Grantor and certain of its Subsidiaries (collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders Party thereto, and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, in connection with the Credit Agreement, the Borrowers and the other Loan Parties have entered into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Administrative Agent and the Grantor previously entered into that certain Trademark Security Agreement dated as of November 5, 2015 (the “Existing Trademark Security Agreement”), in favor of the Administrative Agent and now desire to amend and restate the Existing Trademark Security Agreement in its entirety by entering into this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties, a security interest in, the Trademark registrations and applications for the registration of Trademarks set forth on Schedule I hereto (the “Trademark Collateral”). Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any,

in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

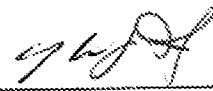
Section 5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7 Amendment and Restatement. This Trademark Security Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement and no interruption of the continuity of attachment of the Lien of the Administrative Agent in and to the collateral described in the Existing Trademark Security Agreement is intended nor shall any be deemed to have occurred. The execution and delivery of this Trademark Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Secured Obligations or any other obligations owing to Administrative Agent under the Existing Trademark Security Agreement or any other Loan Document.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

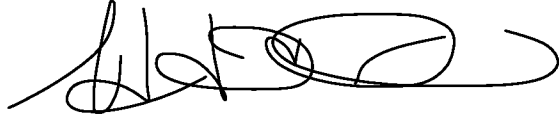
BIO-REFERENCE LABORATORIES, INC.

By: 
Name: Kevin Feeley
Title: Vice President and Chief Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 


Name: Helen D. Davis

Title: Executive Director

SCHEDULE I

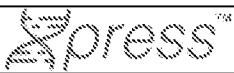
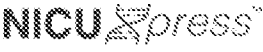
Trademarks

I. REGISTERED AND ISSUED TRADEMARKS

Trademark	Registration Date	Registration Number
OnkoSight	September 8, 2015	4810231
OncogeneDx	November 12, 2013	4434170
FLASH FISH	August 20, 2013	4389668
BUENA SALUD	December 24, 2013	4456259
STORM PATH	December 10, 2013	4448842
GenCerv	December 4, 2012	4254092
InheriGen	December 4, 2012	4254089
XomeDx	August 21, 2012	4195962
GENPAP	November 25, 2008	3538974
CAREINDEX	October 16, 2007	3314580
<i>GeneDx</i>	July 26, 2005	2975735
GenArray	August 18, 2009	3669370
ONECHECK	February 10, 2009	3571856
GenomeDx	February 19, 2008	3386128
WE SEE WHAT OTHERS DON'T	October 2, 2007	3301332
GENPATH	September 6, 2005	2990952
BIO-REFERENCE	December 30, 2003	2800091
PSIMEDICA	December 11, 2001	2518257
BioReference	December 22, 2020	6226402
GeneDx	December 1, 2020	6210271
my-labology	September 8, 2020	6146605
my labology	August 25, 2020	6136102
XPANDED	July 14, 2020	6103975
MyLabology	March 10, 2020	6009688
XomeDxXpress	July 9, 2019	5798886
INSIGHT Dx	April 2, 2019	5717552
CLARITEST	June 20, 2017	5229516
	August 9, 2016	5019235

II. TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number
Bio-Reference Laboratories, Inc.	Global CareIndex	August 26, 2021	90903772
Bio-Reference Laboratories, Inc.	SCARLET	February 5, 2021	90513931

Bio-Reference Laboratories, Inc.	YOUR COUCH IS THE NEW WAITING ROOM	July 23, 2021	90844641
Bio-Reference Laboratories, Inc.	GenomeXpress	April 16, 2021	90650916
Bio-Reference Laboratories, Inc.		June 9, 2021	90763351
Bio-Reference Laboratories, Inc.	SCARLET	July 8, 2021	90817094
Bio-Reference Laboratories, Inc.		June 9, 2021	90764448
Bio-Reference Laboratories, Inc.	SCARLET HEALTH	October 30, 2020	90290532
Bio-Reference Laboratories, Inc.	SCARLET HEALTH	February 5, 2021	90514087
Bio-Reference Laboratories, Inc.	NY RAPID RESTART	January 27, 2021	90491428
Bio-Reference Laboratories, Inc.	SCARLET	September 22, 2020	90200391
Bio-Reference Laboratories, Inc.	POKE	September 22, 2020	90200377
Bio-Reference Laboratories, Inc.	VIAL	September 22, 2020	90200341
Bio-Reference Laboratories, Inc.	my•labteam	August 25, 2020	90136123
Bio-Reference Laboratories, Inc.	mylabteam	August 25, 2020	90135784
Bio-Reference Laboratories, Inc.	On Demand Dx	August 27, 2020	90142023
Bio-Reference Laboratories, Inc.	InheriSeq	September 8, 2020	88904722
Bio-Reference Laboratories, Inc.	ONKOSIGHT ADVANCED	January 30, 2020	88779170