

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERCULES CAPITAL, INC. (AS AGENT)		03/23/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	MDX MEDICAL, INC.		
Street Address:	160 Chubb Avenue, Suite 301		
City:	Lyndhurst		
State/Country:	NEW JERSEY		
Postal Code:	07071		
Entity Type:	Corporation: DELAWARE		
Name:	UCOMPARE HOLDINGS, LLC		
Street Address:	160 Chubb Avenue, Suite 301		
City:	Lyndhurst		
State/Country:	NEW JERSEY		
Postal Code:	07071		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	MDX-HL HOLDINGS, LLC		
Street Address:	160 Chubb Avenue, Suite 301		
City:	Lyndhurst		
State/Country:	NEW JERSEY		
Postal Code:	07071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88215685	SAPPHIRE DIGITAL	
Registration Number:	5007456	SMARTSHOPPER	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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>			

CH \$65.00 88215685

Phone: 9735972500
Email: lstrademark@lowenstein.com
Correspondent Name: Matthew P. Hintz, Esq.
Address Line 1: Lowenstein Sandler LLP
Address Line 2: One Lowenstein Drive
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER: 21732.31

NAME OF SUBMITTER: Matthew P. Hintz, Esq.

SIGNATURE: /Matthew P. Hintz, Esq./

DATE SIGNED: 09/14/2021

Total Attachments: 11

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March 23, 2021

c/o MDX MEDICAL, INC.
160 Chubb Avenue, Suite 301
Lyndhurst, NJ 07071
Attention: Chief Financial Officer

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (as amended from time to time, the "**Loan Agreement**"), entered into and effective as of May 25, 2017, by and among (i) MDX MEDICAL, INC., a Delaware corporation ("MDX"), (ii) UCOMPARE HOLDINGS, LLC, a Delaware limited liability company ("UCH"), and (iii) MDX-HL HOLDINGS, LLC, a Delaware limited liability company ("HL"; and together with MDX and UCH, collectively referred to as the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as the "**Lender**") and Hercules Capital, Inc., in its capacity as administrative agent and collateral agent for itself and the Lender (in such capacity, the "**Agent**"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

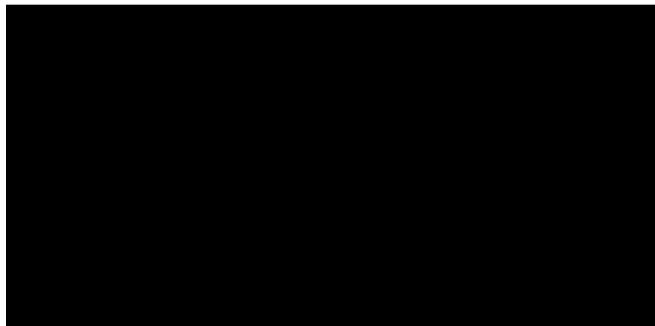
We have been advised that the Borrower intends to pay off all of its indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "**Obligations**") payable under the Loan Agreement. This letter (the "**Payoff Letter**") will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amount; Wiring Instructions. The "**Payoff Amount**" is [REDACTED] through and until 1:00 p.m. Eastern time on March 25, 2021 (the "**Payoff Date**"). If the Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of [REDACTED] per day (the "**Per Diem Amount**") until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The Payoff Amount and Per Diem Amount quoted herein are effective through March 31, 2021.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name:
Address:

ABA#:
Account Name:
Account #:
Reference:



{Sapphire Payoff Letter}

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and all other documents entered into in connection with the Loan Agreement, other than the Warrant, shall be terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 6.4, 10.14 and 10.17 of the Loan Agreement shall survive the termination of the Loan Agreement.

Lender's Agreements. Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amount, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Agent and/or Lender in connection with the transactions contemplated by the Loan Agreement (other than the Warrant) shall be automatically terminated, without further action of or consent by the Agent and/or Lender.

(b) The Agent and/or Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) The Agent and/or Lender shall execute and deliver the Termination(s) of Control Agreement attached hereto as Schedule A for each agreement by which the Agent and/or Lender obtained control of a deposit account and/or a securities account to terminate its control over such deposit and/or securities account.

(d) Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule B.

The Agent and/or Lender further agree that, at any time and from time to time following the Lender's receipt of the Payoff Amount, the Agent and/or Lender will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Agent and/or Lender pursuant to the Loan Agreement or any other agreement (other than any Warrant) executed and/or delivered in connection therewith.

Release. For and in consideration of the agreements of the Agent and Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Agent and Lender, each of their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of

the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

Counterparts; Facsimile Delivery. Agent and Lender hereby request that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Agent and Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

[Signature Pages Follow]



Very truly yours,

AGENT:

HERCULES CAPITAL, INC.

DocuSigned by:
Zhuo Huang
By: _____
Name: **Zhuo Huang**
Title: **Associate General Counsel**

LENDER:

HERCULES TECHNOLOGY III, L.P.
a Delaware limited partnership

By: **Hercules Technology SBIC Management, LLC,**
its General Partner

By: **Hercules Capital, Inc.,**
its Manager,
DocuSigned by:
Zhuo Huang
By: _____
Name: **Zhuo Huang**
Title: **Associate General Counsel**



ACCEPTED AND AGREED:

BORROWER:

MDX MEDICAL, INC.

By: Bryan Perler
Name: Bryan Perler
Title: Chief Financial & Administrative Officer

UCOMPARE HOLDINGS, LLC

By: Bryan Perler
Name: Bryan Perler
Title: Chief Financial & Administrative Officer

MDX-HL HOLDINGS, LLC

By: Bryan Perler
Name: Bryan Perler
Title: Chief Financial & Administrative Officer

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM

Schedule A



Termination of Control Agreement

March 26, 2021

Silicon Valley Bank
Global Deposit Operations
80 East Rio Salado Parkway, Mail Sort AZ145
Tempe, AZ 85281

Re: MDx Medical, Inc. – [REDACTED]
("collectively, the "Account")

Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the Deposit Account Control Agreement dated May 23, 2017 among MDx Medical, Inc. ("Account Holder"), you and us and thereby terminate our control of Account Holder's Account.

HERCULES CAPITAL, INC.

DocuSigned by:

A handwritten signature in cursive script that reads "Zhuo Huang".

By:

2613CB769AA04A1...

Name: **Zhuo Huang**

Title: **Associate General Counsel**

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM



Termination of Control Agreement

March 26, 2021

Silicon Valley Bank
Global Deposit Operations
80 East Rio Salado Parkway, Mail Sort AZ145
Tempe, AZ 85281

Re: MDx-HL Holdings, LLC – Account [REDACTED]

Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the Deposit Account Control Agreement dated May 23, 2017 among MDx-HL Holdings, LLC (“Account Holder”), you and us and thereby terminate our control of Account Holder’s Account.

HERCULES CAPITAL, INC.

By: 
Name: Zhuo Huang
Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301


TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM



Termination of Control Agreement

March²⁶, 2021

Silicon Valley Bank
Global Deposit Operations
80 East Rio Salado Parkway, Mail Sort AZ145
Tempe, AZ 85281

Re: Ucompare Holdings, LLC – Account 

Ladies and Gentlemen:

By its signature below, the undersigned hereby directs you to terminate the Deposit Account Control Agreement dated May 23, 2017 among Ucompare Holdings, LLC (“Account Holder”), you and us and thereby terminate our control of Account Holder’s Account.

HERCULES CAPITAL, INC.

DocuSigned by:

By: _____
Name: Zhuo Huang
Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HIGC.COM

Schedule B



**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNT**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of March 23, 2021 (the "**Payoff Letter**") to MDX MEDICAL, INC. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

LENDER:

HERCULES TECHNOLOGY III, L.P.
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Capital, Inc.,
its Manager

DocuSigned by:
By: Zhuo Huang
Name: Zhuo Huang
Title: Associate General Counsel

400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM