

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681683

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
RESUBMIT DOCUMENT ID:	900647484		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genova Diagnostics, Inc.		09/28/2021	Corporation:
RECEIVING PARTY DATA			
Name:	GNVA Debt Holdco 2, LLC		
Street Address:	345 N Maple Drive		
Internal Address:	Suite 300		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6475140	METABOLOMIX+	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	17992-1		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	10/18/2021		
Total Attachments: 6			
source=LLCP-Genova - Second Lien Trademark Security Agreement [EXECUTED]_(80382369_1)#page1.tif			
source=LLCP-Genova - Second Lien Trademark Security Agreement [EXECUTED]_(80382369_1)#page2.tif			

source=LLCP-Genova - Second Lien Trademark Security Agreement [EXECUTED]_(80382369_1)#page3.tif
source=LLCP-Genova - Second Lien Trademark Security Agreement [EXECUTED]_(80382369_1)#page4.tif
source=LLCP-Genova - Second Lien Trademark Security Agreement [EXECUTED]_(80382369_1)#page5.tif
source=LLCP-Genova - Second Lien Trademark Security Agreement [EXECUTED]_(80382369_1)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 28, 2021, by GENOVA DIAGNOSTICS, INC., a Delaware corporation ("Grantor"), with its mailing address of 63 Zillicoa Street, Asheville, NC 28801, in favor of GNVA DEBT HOLDCO 2, LLC, as administrative agent ("Administrative Agent"), with its mailing address at 345 North Maple Drive, Suite 300, Beverly Hills, CA 90210, c/o Levine Leichtman Capital Partners V, L.P., and its successors and assigns.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement dated as of September 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, certain affiliates of the Grantor from time to time party thereto, Lenders from time to time party thereto (the "Lenders") and Administrative Agent, Administrative Agent and Lenders have made and have agreed to make certain loans and other financial accommodations for the benefit of Grantor; and

WHEREAS, Administrative Agent and Lenders have made loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Amended and Restated Security Agreement dated as of September 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the Creditor Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided that, notwithstanding anything to the contrary in this Agreement, "intent to use" applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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 inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

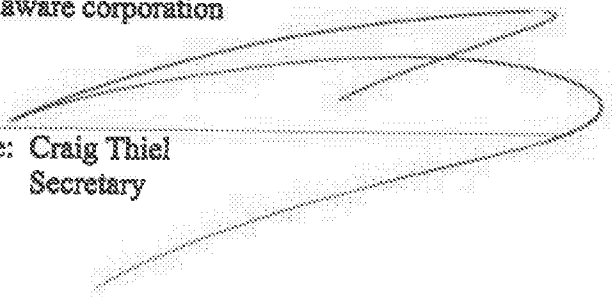
8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of Grantor deliver to the Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by Grantor.

[signature page follows]

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

GRANTOR:

GENOVA DIAGNOSTICS, INC.,
a Delaware corporation

By: 
Name: Craig Thiel
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GNVA DEBT HOLDCO 2, LLC, as Administrative
Agent

By: _____
Name: David Wolmer
Title: President

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

GRANTOR:

GENOVA DIAGNOSTICS, INC.,
a Delaware corporation

By: _____
Name: Craig Thiel
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GNVA DEBT HOLDCO 2, LLC, as Administrative
Agent

By: _____
Name: David Wolmer
Title: President

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARKS

MARK	SERIAL NUMBER	FILE DATE	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
METABOLOMIX+	90/298,983	11/04/2020	6,475,140	9/7/2021	Genova Diagnostics, Inc.