

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERPACE DIAGNOSTICS, LLC		10/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	90539740	WE OWN THE FUTURE	
Serial Number:	90531881	INTERPACE BIOSCIENCES	
Registration Number:	6092700	INTERPACE PHARMA SOLUTIONS	
Registration Number:	6092660	INTERPACE BIOSCIENCES	
Registration Number:	5651597	THYGENEXT	
Registration Number:	5504939	RESPRIDX	
Registration Number:	5318439	PANDNA	
Registration Number:	4882519	THYRAMIR	
Registration Number:	4796668	PANCRAGEN	
Registration Number:	4729279	THYGENX	
Registration Number:	5072603	INTERPACE DIAGNOSTICS	
Registration Number:	5067909		
Registration Number:	5210362	BARREGEN ESOPHAGEAL CANCER RISK CLASSIFI	
Registration Number:	5142307	BARREGEN	
Registration Number:	4729240	POWER IN PERFORMANCE	
Registration Number:	4882368		
Registration Number:	4646544	INTERPACE DIAGNOSTICS	
Registration Number:	4071427	MIRINFORM	
TRADEMARK			

OP \$490.00 90539740

Property Type	Number	Word Mark
Registration Number:	4071426	MIRINFORM

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 S. Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	10/19/2021

Total Attachments: 7

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Diagnostics)**

This Intellectual Property Security Agreement is entered into as of October 13, 2021, by and between COMERICA BANK ("Bank") and INTERPACE DIAGNOSTICS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, Interpace Biosciences, Inc., a Delaware corporation ("Parent"), Interpace Diagnostics Corporation, a Delaware corporation ("Diagnostics Corporation"), Interpace Pharma Solutions, Inc., a Delaware corporation ("Pharma Solutions", together with Grantor, Parent, and Diagnostics Corporation, the "Co-Borrowers" and each individually a "Co-Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Co-Borrowers, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Co-Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Co-Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between each Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Co-Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor acknowledges and agrees that Bank may, in its sole discretion, amend and file or re-file this Agreement with the applicable governmental agency, without first obtaining Grantor's approval of or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

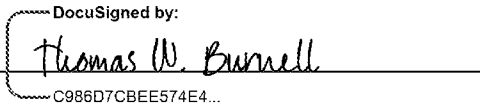
GRANTOR:

Address of Grantor:

c/o Interpace Biosciences, Inc.
Morris Corporate Center 1, Building C
Parsippany, NJ 07054

Attn: Thomas Freeburg

INTERPACE DIAGNOSTICS, LLC

By:  C986D7CBEE574E4...

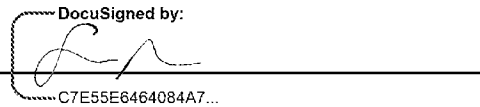
Name: Thomas W. Burnell
Title: Chief Executive Officer

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By:  C7E55E6464084A7...

Name: Shane Merkord
Title: Vice President

EXHIBIT A

Copyrights

None.

[Exhibit A]

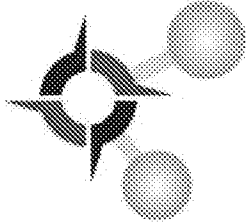
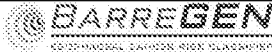
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TRADEMARK
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EXHIBIT B**Patents**

Title	App. No.	Filing Date	Patent No.	Granted Date
Methods and compositions involving miR-135b for distinguishing pancreatic cancer from benign pancreatic disease	15/491399	4/19/17	10,655,184	5/19/20
miRNAs as biomarkers for distinguishing benign from malignant thyroid neoplasms	13/299226	11/17/11	10,150,999	12/11/18
Methods and compositions involving miR-135B for distinguishing pancreatic cancer from benign pancreatic disease	13/615066	9/13/12	9,644,241	5/9/17
MIRNAS as biomarkers for distinguishing benign from malignant thyroid neoplasms	16/188769	11/13/18	n/a	n/a

EXHIBIT C**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WE OWN THE FUTURE	90/539740	2/22/21	n/a	n/a
INTERPACE BIOSCIENCES	90/531881	2/17/21	n/a	n/a
INTERPACE PHARMA SOLUTIONS	88/680696	11/5/19	6,092,700	6/30/20
INTERPACE BIOSCIENCES	88/651133	10/11/19	6,092,660	6/30/20
THYGENEXT	87/868479	4/9/18	5,651,597	1/8/19
RESPRIDX	87/647404	10/16/17	5,504,939	6/26/18
PANDNA	87/178397	9/21/16	5,318,439	10/24/17
THYRAMIR	86/370328	8/19/14	4,882,519	1/5/16
PANCRAGEN	86/370325	8/19/14	4,796,668	8/18/15
THYGENX	86/365003	8/13/14	4,729,279	4/28/15
INTERPACE DIAGNOSTICS	86/944287	3/17/16	5,072,603	11/1/16
	86/944266	3/17/16	5,067,909	10/25/16
	86/910938	2/17/16	5,210,362	5/23/17
BARREGEN	86/525982	2/5/15	5,142,307	2/14/17
POWER PERFORMANCE	86/325980	7/1/14	4,729,240	4/28/15

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	86/290079	5/23/14	4,882,368	1/5/16
INTERPACE DIAGNOSTICS	86/130866	11/27/13	4,646,544	11/25/14
MIRINFORM	85/067850	6/21/10	4,071,427	12/13/11
MIRINFORM	85/067844	6/21/10	4,071,426	12/13/11

[Exhibit C]

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RECORDED: 10/20/2021

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