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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685054

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERPACE BIOSCIENCES, INC.		11/01/2021	Corporation: DELAWARE
INTERPACE DIAGNOSTICS CORPORATION		11/01/2021	Corporation: DELAWARE
INTERPACE DIAGNOSTICS, LLC		11/01/2021	Limited Liability Company: DELAWARE
INTERPACE PHARMA SOLUTIONS, INC.		11/01/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BROADOAK FUND V, L.P.		
Street Address:	4800 MONTGOMERY LANE, SUITE 230		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Partnership: DELAWARE		

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5142307	BARREGEN
Registration Number:	5210362	BARREGEN ESOPHAGEAL CANCER RISK CLASSIFI
Registration Number:	4646544	INTERPACE DIAGNOSTICS
Registration Number:	5072603	INTERPACE DIAGNOSTICS
Registration Number:	6092660	INTERPACE BIOSCIENCES
Registration Number:	6092700	INTERPACE PHARMA SOLUTIONS
Serial Number:	90531881	INTERPACE BIOSCIENCES
Registration Number:	4882368	
Registration Number:	5067909	
Registration Number:	4071426	MIRINFORM
Registration Number:	4071427	MIRINFORM
Registration Number:	5318439	PANDNA
Registration Number:	4796668	PANCRAGEN
Registration Number:	4729240	POWER IN PERFORMANCE
		TRÂDEMARK

900653535 REEL: 007479 FRAME: 0963

Property Type	Number	Word Mark
Registration Number:	5504939	RESPRIDX
Registration Number:	4729279	THYGENX
Registration Number:	4882519	THYRAMIR
Registration Number:	5651597	THYGENEXT
Serial Number:	90539740	WE OWN THE FUTURE
Registration Number:	6343361	COVIANT
Serial Number:	90086014	COVIANT DX
Serial Number:	90452747	
Registration Number:	6407358	MARKERS THAT MATTER
Registration Number:	3208314	PATHFINDERTG
Serial Number:	88532986	THYGRESSA

CORRESPONDENCE DATA

Fax Number: 4156932222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 3 Embarcadero Center, 20th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	344711-103
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	11/02/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2021 by and between BROADOAK FUND V, L.P. ("Lender"), INTERPACE BIOSCIENCES, INC., a Delaware corporation ("Parent"), INTERPACE DIAGNOSTICS CORPORATION, a Delaware corporation ("Diagnostics Corporation"), INTERPACE DIAGNOSTICS, LLC, a Delaware limited liability company ("Diagnostics") and INTERPACE PHARMA SOLUTIONS, INC., a Delaware corporation ("Pharma Solutions", and together with Parent, Diagnostics Corporation, and Diagnostics, each and together, jointly and severally, "Borrower").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower dated as of October 29, 2021 (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). The Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the Obligations of Borrower under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower'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 its obligations under the Loan Documents, each Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Documents, each Borrower grants and pledges to Lender a security interest in all of such Borrower's right, title and interest in, to and under its Intellectual Property (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 Lender under the Loan Documents. The rights and remedies of Lender 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 Lender, as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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, of any or all other rights, powers or remedies.

Each Borrower hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of such Borrower either in Lender's name or in the name of Lender as Lender and attorney-in-fact for such Borrower.

Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference), 12.2 (Indemnification), 12.4 (Severability of Provisions), 12.6 (Amendments in Writing; Waiver; Integration), 12.7 (Counterparts), 12.10

(Attorney's Fees, Costs and Expenses) and 12.11(Electronic Execution of Documents) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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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.

BORROWERS:

INTERPACE BIOSCIENCES, INC.

Name: Thom

e: Thomas W. Burnell

Title: President

INTERPACE DIAGNOSTICS CORPORATION

Ву: _

Name: Thomas W. Burnell

Title: President

INTERPACE DIAGNOSTICS, LLC

By:

Name: Thomas W. Burnell

Title: President

INTERPACE PHARMA SOLUTIONS, INC.

Ву:

Name: Thomas W. Burnell

Title: President

LENDER:

[Signature Page to Intellectual Property Security Agreement]

BROADOAK FUND V, L.P.

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William Snider

Signature:__

Print Name: William Snider

Title: Manager

Exhibit A

Copyrights

None.

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Exhibit B

Patents

Interpace Diagnostics, LLC:

Country	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date
MICRO RNAs I		EXPRESSED IN PANC	REATIC DISEA	SE AND USES	THEREOF
US	60/826173	19-Sep-2006			
US	11/857948	19-Sep-2007			
(Abandoned)					
US	15/917935	12-Mar-2018			
(Abandoned)					
MIRNAS	AS BIOMARKERS	FOR DISTINGUISHIN		M MALIGNAN	F THYROID
		NEOPLAS:	MS	·	т
US	61/414778	17-Nov-2010			
US	13/299226	17-Nov-2011	10150999	11-Dec-2018	17-Nov-2031
US	16/188769	13-Nov-2018	11118231	14-Sep-2021	17-Nov-2031
US	17/400660	12-Aug-2021			
METHODS		ONS INVOLVING MIR			'ANCREATIC
	***************************************	ER FROM BENIGN PA	NCREATIC DIS	EASE	
US	61/534332	13-Sep-2011			
US	61/536486	19-Sep-2011			
US	13/615066	13-Sep-2012	9644241	09-May-2017	13-Sep-2032
US	15/491399	19-Apr-2017	10655184	19-May-2020	13-Sep-2032
US	16/855469	22-Apr-2020			
(Abandoned)					
MIRNAS AS D	IAGNOSTIC BIOM	ARKERS TO DISTING	UISH BENIGN I	ROM MALIGN	ANT THYROID
TUMORS					
US	61/552451	27-Oct-2011			
US	61/552762	28-Oct-2011			
US	13/662450	27-Oct-2012			
(Abandoned)					
US	15/873067	17-Jan-2018			
(Abandoned)					
DIAGNOSTI	C MIRNAS FOR D	IFFERENTIAL DIAGNO LESION:		ENTAL PANCRE	EATIC CYSTIC
US	61/709411	04-Oct-2012			
US	61/716396	19-Oct-2012			
US	13/801737	13-Mar-2013			
(Abandoned)					
US	15/826909	30-Nov-2017			
(Abandoned)					
US	16/869405	07-May-2020			
(Abandoned)					

Interpace Diagnostics Corporation:

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Country	Serial No.	Filing Date	Patent No.	Issue Date	Expiration Date
METHODS	FOR TREATING BA	RRETT'S METAPLAS	IIA AND ESOPH	AGEAL ADEN	CARCINOMA
US	62/267619	15-Dec-2015			
US	15/378370	14-Dec-2016			
(Abandoned)					
TOPOGRAI	PHIC GENOTYPING	FOR DETERMINING	THE DIAGNOS	IS, MALIGNAN'	I POTENTIAL,
		BIOLOGIC BEHAVIO		ATIC	
	·····	CYSTS AND RELATED	D CONDITIONS		
US	60/620926	22-Oct-2004			
US	60/631240	29-Nov-2004			
US	60/644568	19-Jan-2005			
US	60/679968	12-May-2005			
US	60/679969	12-May-2005			
US	11/255978	24-Oct-2005			
(Abandoned)					
US	11/256150	24-Oct-2005			
(Abandoned)					
US	11/256152	24-Oct-2005			
(Abandoned)					
US	11/255980	24-Oct-2005			
(Abandoned)					
US	14/305727	16-Jun-2014			
(Abandoned)					
US	15/912654	06-Mar-2018	11143657	12-Oct-2021	23-Jul-2036
US	17/498365	11-Oct-2021			
	METHODS FOR	TREATING BARRET	T'S METAPLAS	IA AND ESOPH.	AGEAL
		ADENOCARC	INOMA		
US	61/565879	01-Dec-2011			
US	61/640527	30-Apr-2012			
US	61/661256	18-Jun-2012			
US	13/692727	03-Dec-2012	10255410	09-Apr-2019	23-Jan-2033
US	13/954247	30-Jul-2013	10131942	20-Nov-2018	19-Mar-2033
US	16/166486	22-Oct-2018			
(Abandoned)					
US	16/285604	26-Feb-2019			
	METHODS FC	R MEASURING CAR	CINOEMBRYON	IC ANTIGEN	
US	61/731725	30-Nov-2012			
US	61/824623	17-May-2013			
US	61/840963	28-Jun-2013			
US	14/092036	27-Nov-2013	9341628	17-May-2016	23-Mar-2034
US	15/147960	06-May-2016	10444239	15-Oct-2019	27-Nov-2033
US	16/558489	03-Sep-2019			
		FYING AND TREATIN	G AGGRESSIV	É THYROID TU	MORS
US	62/573370	17-Oct-2017			
US	16/162883	17-Oct-2018			
	10/102003	17 000-2010	1		1

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Exhibit C

Trademarks

Interpace Diagnostics, LLC

Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
BARREGEN	86525982	05-Feb-2015	5142307	14-Feb-2017
BARAGEN (Abandoned)	86390390	10-Sep-2014		
BARREGEN	86910938	17-Feb-2016	5210362	23-May-2017
ESOPHAGEAL CANCER				
RISK CLASSIFIER				
BARREMIR (Abandoned)	87623146	26-Sep-2017		
INTERPACE	86126455	22-Nov-2013		
DIAGNOSTICS				
(Abandoned)				
INTERPACEDX	86526999	06-Feb-2015		
(Abandoned)				
INTERPACE	86130866	27-Nov-2013	4646544	25-Nov-2014
DIAGNOSTICS				
INTERPACE	86944287	17-Mar-2016	5072603	01-Nov-2016
DIAGNOSTICS				
INTERPACE	88651133	11-Oct-2019	6092660	30-Jun-2020
BIOSCIENCES				
INTERPACE PHARMA	88680696	05-Nov-2019	6092700	30-Jun-2020
SOLUTIONS				
INTERPACE	90531881	17-Feb-2021		
BIOSCIENCES				
[DESIGN ONLY]	86290079	23-May-2014	4882368	05-Jan-2016
[DESIGN ONLY]	86944266	17-Mar-2016	5067909	25-Oct-2016
MIRINFORM (Cancelled)	77447187	14-Apr-2008	3546361	16-Dec-2008
MIRINFORM	85067844	21-Jun-2010	4071426	13-Dec-2011
MIRINFORM	85067850	21-Jun-2010	4071427	13-Dec-2011
MANAGEMDX	86434107	24-Oct-2014		
(Abandoned)				
PANDNA	87178397	21-Sep-2016	5318439	24-Oct-2017
PANCRAGEN	86370325	19-Aug-2014	4796668	18-Aug-2015
PANCRAMIR (Abandoned)	86357914	05-Aug-2014		
POWER IN	86325980	01-Jul-2014	4729240	28-Apr-2015
PERFORMANCE				
RESPRIDX	87647404	16-Oct-2017	5504939	26-Jun-2018
THYMIRA (Abandoned)	86370332	19-Aug-2014		
THYGENX	86365003	13-Aug-2014	4729279	28-Apr-2015
THYRAMIR	86370328	19-Aug-2014	4882519	05-Jan-2016
THYGENEXT	87868479	09-Apr-2018	5651597	08-Jan-2019
WE OWN THE FUTURE	90539740	22-Feb-2021		

Interpace Diagnostics Corporation

Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
COVIANT	88906872	08-May-2020	6343361	04-May-2021
COVIANT DX	90086014	31-Jul-2020		
[DESIGN ONLY]	90452747	07-Jan-2021		

[Signature Page to Intellectual Property Security Agreement]

MARKERS THAT	90097773	06-Aug-2020	6407358	06-Jul-2021
MATTER		_		
PATHFINDERTG	78848127	28-Mar-2006	3208314	13-Feb-2007
SERACOV (Abandoned)	88906794	08-May-2020		
THYGRESSA	88532986	24-Jul-2019		

Interpace Biosciences, Inc.

Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
THYGRESSA	88532986	24-Jul-2019		

120568988v3

RECORDED: 11/02/2021