

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727491

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|--|
| Associated Pathologists, LLC | | 05/12/2022 | Limited Liability Company: DELAWARE |
| PathGroup Alabama, LLC | | 05/12/2022 | Limited Liability Company: ALABAMA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Owl Rock Capital Corporation, as collateral agent |
| Street Address: | 399 Park Avenue, 38th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Corporation: MARYLAND |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3887463 | IPATH |
| Registration Number: | 3035153 | MYRESULTS |
| Registration Number: | 4601188 | PATHGROUP |
| Registration Number: | 2817294 | PATHGROUP |
| Registration Number: | 2855274 | PATHGROUP LABS |
| Registration Number: | 4401232 | PATHGROUP MOBILE |
| Registration Number: | 4219578 | PATHGROUP PHYSICIAN CENTERED. PATIENT FO |
| Registration Number: | 4598283 | PATHGROUP SMARTGENOMICS. ADVANCED ONCOGE |
| Registration Number: | 4782496 | SMARTGENOMICS |
| Registration Number: | 5194526 | SKINDEX |
| Registration Number: | 4741137 | DERMLAB |
| Registration Number: | 4789031 | DERMLAB |

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

TRADEMARK

REEL: 007718 FRAME: 0783

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1118078-0044-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 05/12/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2022 (this “Agreement”), among Associated Pathologists, LLC and PathGroup Alabama, LLC (each, a “Grantor”) and OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of May 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Plasma Buyer Intermediate II LLC, a Delaware limited liability company (“Holdings”), Plasma Buyer LLC, a Delaware limited liability company (“Borrower”), the Lenders and the Issuing Banks from time to time party thereto and Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of May 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the “Grantors” (as defined therein) from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, to the extent not an Excluded Asset, (i) all of each such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of and acceptance of a “Statement of Use” or an “Amendment to Allege Use” (but only until such statement or amendment is filed and accepted), with respect thereto, but only 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 or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall, at the expense of each Grantor, promptly execute and deliver to each of the Grantors any instrument in writing in recordable form reasonably requested by each of the Grantors to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

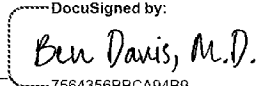
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASSOCIATED PATHOLOGISTS, LLC, as Grantor

By:  _____
DocuSigned by:
Name: Ben Davis
Title: Chief Executive Officer and President

PATHGROUP ALABAMA, LLC, as Grantor

By:  _____
DocuSigned by:
Name: Ben Davis
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent

By: mmeha
Name: Meenal Mehta
Title: Authorized Signatory

Schedule I

| MARK | COUNTRY | APPLICATION NUMBER | REG DATE | REG NUMBER | OWNER / REGISTRANT |
|---|--------------------------|--------------------|-----------|------------|------------------------------|
| IPATH | United States of America | 77802058 | 7-Dec-10 | 3887463 | Associated Pathologists, LLC |
| MYRESULTS | United States of America | 78499787 | 27-Dec-05 | 3035153 | Associated Pathologists, LLC |
| PATHGROUP | United States of America | 86189077 | 9-Sep-14 | 4601188 | Associated Pathologists, LLC |
| PATHGROUP | United States of America | 78213218 | 24-Feb-04 | 2817294 | Associated Pathologists, LLC |
| PATHGROUP LABS | United States of America | 78213224 | 15-Jun-04 | 2855274 | Associated Pathologists, LLC |
| PATHGROUP MOBILE | United States of America | 85638636 | 10-Sep-13 | 4401232 | Associated Pathologists, LLC |
| PATHGROUP PHYSICIAN CENTERED. PATIENT FOCUSED AND DESIGN. | United States of America | 85526244 | 2-Oct-12 | 4219578 | Associated Pathologists, LLC |
| PATHGROUP SMARTGENOMICS ADVANCED ONCOGENOMIC DIAGNOSTICS | United States of America | 85936608 | 2-Sept-14 | 4598283 | Associated Pathologists, LLC |
| SMARTGENOMICS | United States of America | 86004253 | 28-Jul-15 | 4782496 | Associated Pathologists, LLC |
| SKINDEX | United States of America | 87077488 | 2-May-17 | 5194526 | PathGroup Alabama, LLC |
| DERMLAB | United States of America | 86439921 | 19-May-15 | 4741137 | PathGroup Alabama, LLC |
| DERMLAB and Design | United States of America | 86439931 | 11-Aug-15 | 4789031 | PathGroup Alabama, LLC |