

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insight Medical Holdings, LLC		05/20/2022	Limited Liability Company: DELAWARE
Insight Medical Genetics, LLC		05/20/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	IMG Collateral Agent, LLC		
Street Address:	Patriot Capital IV (A), L.P.		
Internal Address:	509 S. Exeter Street, Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5182364	INSIGHT MEDICAL GENETICS AT THE INTERSEC	
Registration Number:	5182320	INSIGHT MEDICAL GENETICS HIGHLY TECHNICA	
Registration Number:	5126698	INSIGHT MEDICAL GENETICS	
CORRESPONDENCE DATA			
Fax Number:	6157426293		
<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:	615-259-6126		
Email:	trademarks@bassberry.com		
Correspondent Name:	Marian Moore		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	125627.0100		
NAME OF SUBMITTER:	Marian Moore		
SIGNATURE:	/Marian Moore/		

CH \$90.00 5182364

DATE SIGNED:	05/25/2022
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 20, 2022, is made by Insight Medical Holdings, LLC, a Delaware limited liability company (“Holdings”), Insight Medical Genetics, LLC, an Illinois limited liability company (“Insight”; and together with Holdings, the “**Assignor**”) in favor of IMG Collateral Agent, LLC, a Delaware limited liability company (“**Assignee**”), pursuant to that certain Full and Partial Strict Foreclosure Agreement, dated as of May 20, 2022, by and among Assignor, Patriot Capital IV (A), L.P., as ABL Lender, Patriot Capital IV (A), L.P., as Agent and the Purchasers party thereto (the “**Foreclosure Agreement**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Foreclosure Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks set forth on the attached Schedule 1 and the listed registration therefor (the “**Trademarks**”);

WHEREAS, Assignor and Assignee have entered into the Foreclosure Agreement, pursuant to which Assignor has agreed to assign to Assignee the Trademarks, along with the goodwill pertaining thereto and associated therewith; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to Assignor’s Trademarks, along with the goodwill pertaining thereto and associated therewith, all as set forth in the Foreclosure Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Trademarks, together with the goodwill pertaining thereto and associated therewith, and symbolized by, the Trademarks, including:

- a. the trademarks and trademark registrations set forth on Schedule 1, including all issuances, extensions and renewals thereof;
- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- c. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

Dated: May 20, 2022

INSIGHT MEDICAL HOLDINGS, LLC, as Transferor

By: Thomas Duffy
Name: Thomas Duffy
Title: Secretary and Treasurer

INSIGHT MEDICAL GENETICS, LLC, as Transferor

By: Thomas Duffy
Name: Thomas Duffy
Title: Secretary and Treasurer

IMG COLLATERAL AGENT, LLC

By: PATRIOT CAPITAL IV (A), L.P., its Sole Member

By: Patriot Partners IV, LLC, its General Partner

By: _____
Name: Charles P. McCusker, Jr.
Title: Managing Member

Dated: May 20, 2022

INSIGHT MEDICAL HOLDINGS, LLC, as Transferor

By: _____
Name: Thomas Duffy
Title: Secretary and Treasurer

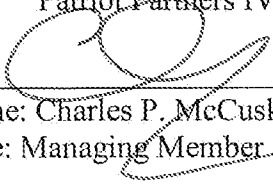
INSIGHT MEDICAL GENETICS, LLC, as Transferor

By: _____
Name: Thomas Duffy
Title: Secretary and Treasurer

IMG COLLATERAL AGENT, LLC

By: PATRIOT CAPITAL IV (A), L.P., its Sole Member

By: Patriot Partners IV, LLC, its General Partner

By: 
Name: Charles P. McCusker, Jr.
Title: Managing Member

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Liens
INSIGHT MEDICAL GENETICS AT THE INTERSECTION OF HUMANITY AND TECHNOLOGY	86711802 July 31, 2015	5182364 April 11, 2017	Registered	N/A
INSIGHT MEDICAL GENETICS HIGHLY TECHNICAL. DEEPLY PERSONAL.	86689922 September 29, 2015	5182320 April 11, 2017	Registered	N/A
INSIGHT MEDICAL GENETICS	86602808 April 20, 2015	5126698 January 24, 2017	Registered	N/A