

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDXHEALTH SA		08/02/2022	Limited Liability Company: BELGIUM
RECEIVING PARTY DATA			
Name:	Innovatus Life Sciences Lending Fund I, LP		
Street Address:	777 Third Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4242496	MDXHEALTH	
Registration Number:	4432902	PREDICT	
Registration Number:	4384455	CONFIRMMDX	
Registration Number:	4298798	X	
Registration Number:	4404070	MDXHEALTH	
Registration Number:	4946408	PREDICT	
Registration Number:	5146876	RECURMDX	
Registration Number:	5329966	EPIHEALTH	
Registration Number:	4724433	PREDICT	
Registration Number:	5286853	SELECTMDX	
Registration Number:	5572296	URNCOLLECT	
Serial Number:	90833013	SEQCYR	
Serial Number:	90867170	MONITORMDX	
Serial Number:	97365811	RESOLVE MDX	
Serial Number:	97437069	MDX	
Serial Number:	97438733	XPERT ONE	
Serial Number:	97455331	SELECT	
CORRESPONDENCE DATA			

CH \$440.00 4242496

Fax Number: 6173106001

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: 6173105234

Email: prezase@gtlaw.com

Correspondent Name: Eugenia A. Prezas

Address Line 1: Greenberg Traurig, LLP

Address Line 2: ONE INTERNATIONAL PLACE, suite 2000

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Eugenia A. Prezas
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SIGNATURE:	/Eugenia A. Prezas/
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DATE SIGNED:	08/02/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2022 (the “**Effective Date**”) by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership with offices located at 777 Third Avenue, 25th Floor, New York, NY 1001, as collateral agent for the Lenders (the “**Lenders**”) described in the Loan Agreement (as defined below) (in such capacity, the “**Collateral Agent**”) and MDXHEALTH SA, a limited liability company existing under the laws of Belgium, having its registered office at Rue d'Abhoos 31, 4040 Herstal, Belgium and registered under company number 0470.292.440 RLP Liège, division Liège (“**Parent**”) and MDXHEALTH, INC., a Delaware corporation with offices located at 15279 Alton Parkway, Suite 100, Irvine, CA 92618 (“**US Sub**” and together with Parent, individually and collectively, jointly and severally, the “**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated the Effective Date (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 Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, 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 Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

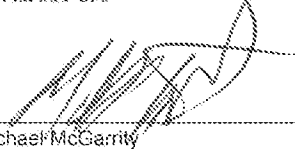
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

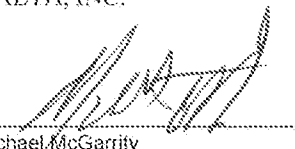
Address of Grantor:
15279 Alton Parkway, Suite 100
Irvine, CA 92618
Attn: General Counsel
EMAIL: notice@mdxhealth.com

GRANTOR:

MDX HEALTH SA

By: 
Name: Michael McGarity
Title: Authorized representative

MDXHEALTH, INC.

By: 
Name: Michael McGarity
Title: Director and CEO

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatuscp.com

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP
By: Innovatus Life Sciences GP, LP
Its: General Partner

By: _____
Name: _____
Title: _____

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.

Address of Grantor:
15279 Alton Parkway, Suite 100
Irvine, CA 92618
Attn:
EMAIL:

GRANTOR:

MDX HEALTH SA

By: _____
Name: _____
Title: _____

MDXHEALTH, INC.

By: _____
Name: _____
Title: _____

Address of Lender:

777 Third Avenue, 25th Floor
New York, NY 10017
Attn: Claes Ekstrom
Email: cekstrom@innovatusep.com

COLLATERAL AGENT:

INNOVATUS LIFE SCIENCES LENDING FUND
I, LP

By: Innovatus Life Sciences GP, LP
Its: General Partner

By: _____
Name: *Andrew Ryan*
Title: *Authorized Signatory*

EXHIBIT A

Copyrights

None.

EXHIBIT B


Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
METHYLATION DETECTION OF MGMT	US 9,050,280	7/9/2010
METHYLATION DETECTION OF MGMT	EP2201131 (BE/DE/FR/GB)	9/17/2008
METHYLATION DETECTION OF MGMT	CA2699856	9/17/2008
METHYLATION DETECTION OF MGMT	US 10,053,724	6/8/2015
Novel Markers for Bladder Cancer Detection	EP2198042 (BE/DE/ES/FR/GB/IT/NL)	9/11/2008
Novel Markers for Bladder Cancer Detection	US 9,322,065	6/16/2010
Novel Markers for Bladder Cancer Detection	CA2699606	9/11/2008
Novel Markers for Bladder Cancer Detection	JP5697448	9/11/2008
Novel Markers for Bladder Cancer Detection	US 10,113,202	3/24/2016
Detection and Prognosis of Cervical Cancer	US 9,371,569	2/13/2014
Detection and Prognosis of Cervical Cancer	EP2626435 (BE/CH/DE/FR/GB/NL)	3/23/2009
Detection and Prognosis of Cervical Cancer	EP2271774 (BE/DE/FR/GB/NL)	3/23/2009
Detection and Prognosis of Cervical Cancer	CA2718092	3/23/2009
Detection and Prognosis of Cervical Cancer	US 10,041,128	5/24/2016
Novel Markers for Bladder Cancer Detection	US 9,388,471	9/29/2011
Novel Markers for Bladder Cancer Detection	EP2406393 (CH/DE/FR/GB/NL)	3/11/2010
Methods of Detecting Mutations and Epigenetic Changes	US 9,605,312	6/6/2014
Methods of Detecting Mutations and Epigenetic Changes	EP2788505 (BE/DE/FR/GB/IT/NL)	12/6/2012
Methods of Detecting Mutations and Epigenetic Changes	CA2858144	12/6/2012
Methods/Kits, Identify/Adjust, Bias in SEQ of Polynucleotide Samples	US 10,119,166	8/12/2015
Methods/Kits, Identify/Adjust, Bias in SEQ of Polynucleotide Samples	CA2901120	2/12/2014
Methods/Kits, Identify/Adjust, Bias in SEQ of Polynucleotide Samples	EP2956553 (BE/DE/FR/GB/NL)	2/12/2014
MOLECULAR MARKERS IN PROSTATE CANCER	EP2707501 (BE/DE/ES/FR/GB/IT/NL)	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	CA2835730	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	AU 2012252437	5/9/2012

MOLECULAR MARKERS IN PROSTATE CANCER	EP18158356.8	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	CA3115945	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	US 17/241,671	4/27/2021
Mol Markers, PCa, Dx Tool, Improved Sensitivity/Specificity	EP2773768(BE/CH/LI/DE/DK/ES/FR/GB/IE/IT/LU/NL/SE)	11/2/2012
Mol Markers, PCa, Dx Tool, Improved Sensitivity/Specificity	CA2853745	11/2/2012
Mol Markers, PCa, Dx Tool, Improved Sensitivity/Specificity	AU 2012331104	11/2/2012
Mol Markers, Improved Sensitivity/Specificity, Predict/Treat PCa	US 17/319,705	5/13/2021
MOLECULAR MARKERS IN BLADDER CANCER	CA2904126	3/7/2014
MOLECULAR MARKERS IN BLADDER CANCER	EP3696283 (BE/DE/FR/GB/NL)	3/7/2014
Method for Predicting and Treating Clinically Significant PCa	US 10,329,625	11/21/2016
Method for Predicting and Treating Clinically Significant PCa	US 16/355,019	3/15/2019
MGMT Epigenetic Deep-Sequencing Assay	US 16/495,070	9/17/2019
MGMT Epigenetic Deep-Sequencing Assay	EP3596236 (BE/DE/FR/GB/NL)	3/19/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
MDXHEALTH	4,242,496	Nov 13, 2012
PREDICT	4,432,902	Nov 12, 2013
<i>Confirm</i> MDX	4,384,455	Aug 13, 2013
	4,298,798	Mar 5, 2013
MDX Health	4,404,070	Sept 17, 2013
PREDICT	4,946,408	Apr 26, 2016
RECURMDX	5,146,876	Feb 21, 2017
EPIHEALTH	5,329,966	Nov 7, 2017
PREDICT	4,724,433	Apr 21, 2015
SELECTMDX	5,286,853	Sept 12, 2017
URNCOLLECT	5,572,296	Sept 25, 2018
<i>Confirm</i> MDX	IR 1209604 US	Mar 6, 2014
	IR 1209604WIPO	
MDXHEALTH	266773 IL	
	IR 1204482 US	Mar 18, 2014
	IR 1204482WIPO	
	265654 IL	
	OHIM EU	
PREDICT	IR 1202675 US	Apr 9, 2014
	IR 1202675WIPO	
SELECTMDX	IR 1309843 US	Oct 31, 2015
	IR 1309843WIPO	
	OHIM EU	
URNCOLLECT	IR 1361189 US	June 21, 2017
	IR 1361189WIPO	
	OHIM EU	
SEQCYR	90/833,013	July 16, 2021
MONITORMDX	90/867,170	Aug 5, 2021
RESOLVE MDX <i>Resolve mdx</i>	97/365,811	Apr 15, 2022
MDX	97/437,069	May 31, 2022
XPERT ONE	97/438,733	June 1, 2022
SELECT	97/455,331	June 13, 2022