

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP		08/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PIERIANDX, INC.		
Street Address:	6 Cityplace Drive, Suite 550		
City:	Creve Coeur		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5284336	PIERIANDX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	akwon@cov.com		
Correspondent Name:	COVINGTON & BURLING LLP		
Address Line 1:	ONE CITY CENTER, 850 TENTH ST NW		
Address Line 2:	ATTN: PATENT DOCKET		
Address Line 4:	WASHINGTON, D.C. 20001		
ATTORNEY DOCKET NUMBER:	34550.00095		
NAME OF SUBMITTER:	Ashley M. Kwon		
SIGNATURE:	/Ashley M. Kwon/		
DATE SIGNED:	08/03/2022		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made and effective as of August 1, 2022 and granted by ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “**Lender**”), as lender under the Credit Agreement referred to below, in favor of PIERIANDX, INC., a Delaware corporation (the “**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 28, 2021, as amended by the First Amendment to Credit Agreement, dated as of December 10, 2021 (as so amended and as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and between the Grantor and the Lender, the Grantor executed and delivered to the Lender (i) that certain Pledge and Security Agreement, dated as of October 28, 2021 (the “**Pledge & Security Agreement**”), by and among the Grantor, its Affiliates and the Lender and (ii) that certain Trademark Security Agreement, dated as of October 28, 2021 (the “**Trademark Security Agreement**” and together with the Pledge & Security Agreement, the “**Security Agreements**”), by the Grantor in favor of the Lender;

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender for its benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007477, Frame 0617 on October 29, 2021; and

WHEREAS, the Lender wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby states as follows:

1. Release of Security Interest. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill connected with the use of such Trademark Collateral (including the trademarks listed on **Schedule 1** hereto).
2. Authorization. The Lender hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.

3. Further Assurances. The Lender agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Signature Page Follows]

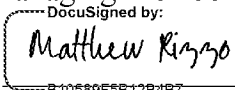
IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ORBIMED ROYALTY & CREDIT OPPORTUNITIES
III, LP**

as the Lender

By OrbiMed ROF III LLC,
its General Partner

By OrbiMed Advisors LLC,
its Managing Member

By: 
Name: Matthew Rizzo
Title: Member

[Signature Page to Release of Security Interest in Trademarks - PierianDx, Inc.]

SCHEDULE 1

Trademarks

Registered Trademarks

Trademark	Country	Application No.	Appl. Date	Registration No.	Reg. Date	Owner
PIERIANDX	US	87/265126	12/12/2016	5284336	09/12/2017	PierianDx, Inc.
PIERIANDX	EM	1477466	01/31/2019	1477466	07/18/2019	PierianDx, Inc.
PIERIANDX	GB	1477466	01/31/2019	1477466	09/27/2019	PierianDx, Inc.
PIERIANDX	WP	1477466	01/31/2019	1477466	01/31/2019	PierianDx, Inc.
PIERIANDX	GB	UK00801477466	01/31/2019	UK00801477466	01/31/2019	PierianDx, Inc.

Pending Trademark Applications

None

Item B. Trademark Licenses

None