

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELLNETIX PATHOLOGY, PLLC		08/26/2022	Professional Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 SOUTH DEERBORN, FLOOR L2		
Internal Address:	SUITE IL 1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3867192	C CELLNETIX PATHOLOGY & LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	237116.000032		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	09/06/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 26, 2022, by and between CELLNETIX LABS, LLC, a Washington limited liability company, and CellNetix Pathology, PLLC, a Washington professional limited liability company (individually and collectively, the “Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

RECITALS

WHEREAS, CellNetix Pathology, PLLC, as Borrower, the Administrative Agent, the other Loan Parties party thereto, and the lenders party thereto (the “Lenders”) entered into a certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). As a condition to the effectiveness of the Credit Agreement, the Administrative Agent and Lenders required that the Grantor grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in certain trademark to secure the Secured Obligations.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all of the 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 the Secured Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties, and grants to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks (as defined in the Security Agreement) included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses (as defined in the Security Agreement) subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademarks shall be released upon the Payment in Full of all Secured Obligations under the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademarks granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CELLNETIX PATHOLOGY, PLLC,
as Grantor

By: 
Name: Gregory Clark
Title: Chief Financial Officer

CELLNETIX LABS, LLC, as Grantor

By: 
Name: Gregory Clark
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name: Nicholas Watts
Title: Executive Director

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


CELLNETIX PATHOLOGY, PLLC,
as Grantor

By: _____
Name:
Title:

CELLNETIX LABS, LLC, as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Nicholas Watts
Title: Authorized Officer

[Signature Page to Trademark Security Agreement - Pathology]

SCHEDULE 1

Trademarks

CELLNETIX PATHOLOGY, PLLC

1. CELLNETIX PATHOLOGY & LABORATORIES AND C DESIGN- US Trademark
Reg. No. 3,867,192

CELLNETIX LABS, LLC

1. YOUR PARTNER IN PATHOLOGY- US Trademark Reg. No. 4,884,180
2. EXPERT DIAGNOSES. EXTRAORDINARY PARTNERSHIPS- US Trademark Reg.
No. 4,717,718
3. THE ART AND SCIENCE OF PATHOLOGY- US Trademark Reg. No. 4,561,196
4. SYMGENE- US Trademark Reg. No. 4,828,397
5. SYMBIODX- US Trademark Reg. No. 4,717,717
6. LABDOX- US Trademark Reg. No. 4,651,263