

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDLEY CAPITAL LLC		11/02/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SOUND POINT AGENCY LLC
<b>Street Address:</b>	375 PARK AVENUE, 33RD FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10152
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3115224	IMEDX
Registration Number:	3057861	TURBOSCRIBE
Registration Number:	3766551	TURBORECORD
Registration Number:	3742281	TURBORX
Registration Number:	3736438	TURBOFLOW
Registration Number:	3749097	EZUPLOAD
Registration Number:	4213815	TURBODOX
Registration Number:	4972711	HUMANOLOGY
Registration Number:	4884168	IMEDX
Registration Number:	4884013	IMEDX
Registration Number:	5131044	IMEDX EXPRESS
Registration Number:	5131043	IMEDX MOBILE
Serial Number:	87388660	IMEDX EXPRESSCODE

## 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: 212.848.7374

TRADEMARK

**Email:** Sophie.Zander@Shearman.com  
**Correspondent Name:** Sophia Zander  
**Address Line 1:** 599 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 42983/5

**NAME OF SUBMITTER:** Sophia Zander

**SIGNATURE:** /Sophia Zander/

**DATE SIGNED:** 11/03/2022

**Total Attachments: 5**

source=Assignment and Assumption Agreement - executed#page1.tif

source=Assignment and Assumption Agreement - executed#page2.tif

source=Assignment and Assumption Agreement - executed#page3.tif

source=Assignment and Assumption Agreement - executed#page4.tif

source=Assignment and Assumption Agreement - executed#page5.tif

**ASSIGNMENT AND ASSUMPTION OF  
TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption Agreement”), dated as of November 2, 2022, is made by MEDLEY CAPITAL LLC, a Delaware limited liability company, in its capacity as resigning collateral agent (the “Existing Agent”), and SOUND POINT AGENCY LLC, a Delaware limited liability company, as successor collateral agent (the “Successor Agent”).

**W I T N E S S E T H:**

**WHEREAS**, IMEDX, Inc., a Delaware corporation (the “Grantor”), the other Credit Parties thereto, and the Existing Agent, as successor to Medley Opportunity Fund II LP, a Delaware limited partnership (the “Medley”), entered into that certain Credit Agreement, dated as of December 11, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, pursuant to that certain Resignation of Agent and Appointment of Successor Agent Agreement (the “Successor Agreement”), dated as of October 20, 2022, by and among the Grantor, the Existing Agent and the Successor Agent, the Successor Agent has agreed to succeed the Existing Agent as the Collateral Agent under the Credit Agreement and the Trademark Security Agreements (as defined below), and the Grantor has consented to the foregoing appointment of the Successor Agent;

**WHEREAS**, the Grantor granted the Existing Agent (as successor to Medley) a security interest for the ratable benefit of the Secured Parties in certain Trademark Collateral, including the trademarks set forth on Schedule A hereto, pursuant to (i) that certain Trademark Security Agreement, dated as of December 11, 2013, by the Grantor in favor of the Existing Agent (as successor to Medley) (the “2013 Trademark Security Agreement”), and (ii) that certain Trademark Security Agreement, dated as of February 27, 2018, by the Grantor in favor of the Existing Agent (as successor to Medley) (the “2018 Trademark Security Agreement”, and together with the 2013 Trademark Security Agreement, the “Trademark Security Agreements”);

**WHEREAS**, the 2013 Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on December 12, 2013 at Reel 5172, Frame 0400 and the 2018 Trademark Security Agreement was recorded with the USPTO on March 2, 2018 at Reel 6305, Frame 0637;

**WHEREAS**, Medley assigned all of its rights, powers and privileges as Collateral Agent under the 2013 Trademark Security Agreement to the Existing Agent pursuant to that certain Assignment of Security Interest in Trademark Collateral, dated February 12, 2016, by and between Medley and the Existing Agent (the “2016 Trademark Assignment”);

**WHEREAS**, Medley assigned all of its rights, powers and privileges as Collateral Agent under the 2018 Trademark Security Agreement to the Existing Agent pursuant to that certain Assignment of Security Interest in Trademark Collateral, dated May 31, 2018, by and between Medley and the Existing Agent (the “2018 Trademark Assignment”); and

**NOW THEREFORE**, in for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agree as follows:

**Section 1. Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Trademark Security Agreements or Credit Agreement.

**Section 2. Assignment.** The Existing Agent, without recourse, representation or warranty of any kind, hereby assigns, transfers and conveys to the Successor Agent, and the Successor Agent hereby accepts, all of the Existing Agent's right, title and interest in, to and under, and all responsibilities, duties and obligations of the Existing Agent in connection with, the Trademark Security Agreements and the Trademark Collateral identified in Schedule A hereto.

**Section 3. Recordation.** The parties hereto authorize and request that the Commissioner for Trademarks and any other applicable government office record this Assignment and Assumption Agreement.

**Section 4. Conflict.** This Assignment and Assumption Agreement has been entered into pursuant to and in conjunction with the Successor Agreement, which is hereby incorporated by reference herein. The provisions of the Successor Agreement shall supersede and control over any conflicting or inconsistent provision herein.

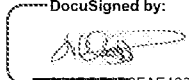
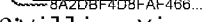
**Section 5. Counterparts.** This Assignment and Assumption Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 6. Governing Law.** THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

MEDLEY CAPITAL LLC  
as Existing Agent

DocuSigned by:  
  
By:   
Name: William Yip  
Title: CFO

ACCEPTED AND AGREED  
as of the date first above written:

SOUND POINT AGENCY LLC  
as Successor Agent

By: \_\_\_\_\_  
Name:  
Title:

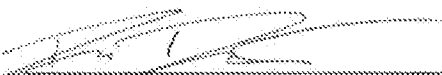
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

MEDLEY CAPITAL LLC  
as Existing Agent

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

SOUND POINT AGENCY LLC  
as Successor Agent

By:   
Name: *David DeSantis*  
Title: *Duly Authorized Signatory*

**Schedule A**




**UNITED STATES TRADEMARKS**

2013 Trademark Security Agreement:

Grantor:	Mark:	Reg. Number
IMEDX, INC.	IMEDX and Design	3,115,224
IMEDX, INC.	TURBOSCRIBE	3,057,861
IMEDX, INC.	TURBORECORD	3,766,551
IMEDX, INC.	TURBORX	3,742,281
IMEDX, INC.	TURBOFLOW	3,736,438
IMEDX, INC.	EZUPLOAD	3,749,097
IMEDX, INC.	TURBODOX	4,213,815

2018 Trademark Security Agreement:

I. REGISTERED TRADEMARKS

Grantor:	Mark:	Reg. Number:
IMEDX, INC.	HUMANOLOGY	4972711
IMEDX, INC.		4884168
IMEDX, INC.	IMEDX	4884013
IMEDX, INC.		5131044
IMEDX, INC.		5131043

II. TRADEMARK APPLICATIONS

Grantor:	Mark:	Serial No.:
IMEDX, INC.	IMEDX EXPRESSCODE	87388660