

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778880

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900725162

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGENDIA, INC.		10/04/2022	Corporation: DELAWARE
AGENDIA N.V.		10/04/2022	Public Limited Company: NETHERLANDS
AGENDIA INTERNATIONAL B.V.		10/04/2022	private company with limited liability: NETHERLANDS

## RECEIVING PARTY DATA

<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	3212036	COLOPRINT
<b>Registration Number:</b>	3300414	DISCOVERPRINT
<b>Registration Number:</b>	3261568	MAMMAPRINT

## CORRESPONDENCE DATA

**Fax Number:** 7036106200  
*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:** 7036106100  
**Email:** DCTrademark@hoganlovells.com  
**Correspondent Name:** Greta D. Feldman of Hogan Lovells US LLP  
**Address Line 1:** 8350 Broad Street, 17th Floor  
**Address Line 2:** Attn: Box Intellectual Property  
**Address Line 4:** Tysons, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	Greta D. Feldman of Hogan Lovells US LLP
<b>SIGNATURE:</b>	/Greta D. Feldman/

**DATE SIGNED:**

01/06/2023

**Total Attachments: 13**

source=MidCap\_Agencia TM Security Agreement#page1.tif  
source=MidCap\_Agencia TM Security Agreement#page2.tif  
source=MidCap\_Agencia TM Security Agreement#page3.tif  
source=MidCap\_Agencia TM Security Agreement#page4.tif  
source=MidCap\_Agencia TM Security Agreement#page5.tif  
source=MidCap\_Agencia TM Security Agreement#page6.tif  
source=MidCap\_Agencia TM Security Agreement#page7.tif  
source=MidCap\_Agencia TM Security Agreement#page8.tif  
source=MidCap\_Agencia TM Security Agreement#page9.tif  
source=MidCap\_Agencia TM Security Agreement#page10.tif  
source=MidCap\_Agencia TM Security Agreement#page11.tif  
source=MidCap\_Agencia TM Security Agreement#page12.tif  
source=MidCap\_Agencia TM Security Agreement#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 4<sup>th</sup> day of October, 2022 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent"), **AGENDIA, INC.**, a Delaware corporation ("Agendia, Inc."), **AGENDIA N.V.**, a public limited company organized and existing under the laws of the Netherlands ("Holdings"), and **AGENDIA INTERNATIONAL B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands ("Agendia International"), and together with Agendia, Inc. and Holdings and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement, by and between Agent, the Lenders, the Grantors, and the other Credit Parties party thereto dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works;

(j) All domain names now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit E attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the “Domain Names”); and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any “intent to use” trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use application shall constitute Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual

Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by electronic mail or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of electronic mail, or three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as follows:

If Agent: MidCap Financial Trust  
c/o MidCap Financial Services, LLC, as servicer  
7255 Woodmont Ave, Suite 300  
Bethesda, MD 20814  
Attn: Account Manager for Agendia transaction  
Email: notices@midcapfinancial.com

With a copy to:

MidCap Financial Trust  
c/o MidCap Financial Services, LLC, as servicer  
7255 Woodmont Ave, Suite 300  
Bethesda, MD 20814  
Attn: Legal  
Email: legalnotices@midcapfinancial.com

If to a Grantor: Agendia, Inc.  
22 Morgan  
Irvine, CA 92618  
Attn: Brain B. Dow, Chief Financial Officer  
Email: Brian.Dow@Agendia.com

or as may be designated by such party in a written notice to all of the other parties complying as to delivery with the terms of this paragraph.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

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.

GRANTORS:

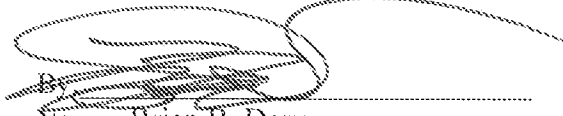
AGENDIA, INC.

  
By \_\_\_\_\_  
Name: Brian B. Dow  
Title: Chief Financial Officer

AGENDIA N.V.

  
By \_\_\_\_\_  
Name: Brian B. Dow  
Title: Authorised signatory

AGENDIA INTERNATIONAL B.V.

  
By \_\_\_\_\_  
Name: Brian B. Dow  
Title: Authorised signatory

**AGENT:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

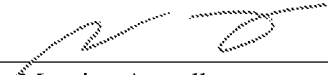










By:   
Name: Maurice Amsellem  
Title: Authorized Signatory









EXHIBIT C







Trademarks






Owner	Trademark	Country	Registration/(Application) Number	Registration/(Filing) Date
Agendia N.V.	AGENDIA and Design 	Canada	TMA680030	23 January 2007
Agendia N.V.	AGENDIA and Design 	Canada	(1843043)	(16 June 2017)
Agendia N.V.	AGENDIA and Design 	Australia	1222874	27 November 2007
Agendia N.V.	blueprint	Australia	1414314	5 July 2010
Agendia N.V.	COLOPRINT and Design 	Australia	1232791	27 November 2007
Agendia N.V.	CUPPRINT and Design 	Australia	1222876	27 November 2007



Agendia N.V.	DISCOVERPRINT and Design 	Australia	1222875	27 November 2007
Agendia N.V.	MAMMAPRINT and Design 	Australia	1234096	27 November 2007
Agendia N.V.	PathoPrint	Australia	1365934	15 April 2010
Agendia N.V.	TAMOXIPRINT and Design 	Australia	1292467	6 January 2009
Agendia N.V.	TARGETPRINT and Design 	Australia	1292466	6 January 2009
Agendia N.V.	TheraPrint	Australia	1369664	15 April 2010
Agendia N.V.	BREAST LIFE TEST and Design 	Benelux	0832172	19 October 2007

Agendia N.V.	AGENDIA and Design 	Brazil	(825935040)	19 September 2003
Agendia N.V.	MAMMAPRINT	Chile	1156725	14 January 2015
Agendia N.V.	agendia and Design 	European Union	005954649	29 January 2009
Agendia N.V.	blueprint	European Union	008797672	2 May 2011
Agendia N.V.	COLOPRINT	European Union	004075321	23 December 2005
Agendia N.V.	coloprint and Design 	European Union	005954854	16 April 2008
Agendia N.V.	DISCOVERPRINT	European Union	003892321	14 September 2005
Agendia N.V.	discoverprint and Design 	European Union	005955364	16 April 2008
Agendia N.V.	MAMMAPRINT	European Union	003696473	11 July 2005

Agendia N.V.	mammaprint and Design 	European Union	005954748	29 January 2009
Agendia N.V.	PathoPrint	European Union	008631624	26 April 2010
Agendia N.V.	tamoxiprint and Design 	European Union	007047194	9 February 2009
Agendia N.V.	targetprint and Design 	European Union	007047186	1 December 2008
Agendia N.V.	TheraPrint	European Union	008631525	26 April 2010
Agendia N.V.	agendia and Design 	WIPO	949206	27 November 2007
Agendia N.V.	blueprint	WIPO	1068254	5 July 2010
Agendia N.V.	BREAST LIFE TEST and Design 	WIPO	950268	15 November 2007

Agendia N.V.	coloprint and Design 	WIPO	955664	27 November 2007
Agendia N.V.	cupprint and Design 	WIPO	949208	27 November 2007
Agendia N.V.	discoverprint and Design 	WIPO	949207	27 November 2007
Agendia N.V.	mammaprint and Design 	WIPO	956362	27 November 2007
Agendia N.V.	PathoPrint	WIPO	1039153	15 April 2010
Agendia N.V.	tamoxiprint and Design 	WIPO	995786	6 January 2009
Agendia N.V.	targetprint and Design 	WIPO	995785	6 January 2009
Agendia N.V.	TheraPrint	WIPO	1041252	15 April 2010

Agendia N.V.	MAMMAPRINT	Mexico	1605822	21 January 2016
Agendia N.V.	MAMMAPRINT	Mexico	1606784	25 January 2016
Agendia N.V.	MAMMAPRINT	Mexico	1606785	25 January 2016
Agendia N.V.	AGENDIA 	South Africa	(2003/16394)	18 September 2003
Agendia N.V.	AGENDIA and Design 	United States	3643652	23 June 2009
Agendia N.V.	BLUEPRINT	United States	4169709	10 July 2012
Agendia N.V.	COLOPRINT and Design 	United States	3705405	3 November 2009
Agendia N.V.	COLOPRINT	United States	3212036	27 February 2007
Agendia N.V.	DISCOVERPRINT and Design 	United States	3631519	2 June 2009
Agendia N.V.	DISCOVERPRINT	United States	3300414	2 October 2007
Agendia N.V.	MAMMAPRINT and Design 	United States	3627122	26 May 2009

Agendia N.V.	MAMMAPRINT	United States	3261568	20 July 2007
Agendia N.V.	TARGETPRINT and Design 	United States	3699223	20 October 2009
Agendia N.V.	THERAPRINT	United States	3899519	4 January 2011
Agendia N.V.	AGENDIA	United States	6015920	March 24, 2020
Agendia N.V.	AGENDIA and Design 	United States	6015914	March 24, 2020