

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDX MEDICAL IP, INC.		06/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK HEALTHCARE FINANCE, LLC, as Administrative Agent		
Street Address:	1155 6th Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97006086	WATS3D AI PLATFORM	
Serial Number:	97002400	WATS3D AI PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	CFraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2071526.0005		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	06/12/2023		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 12, 2023 (this “Agreement”), is made by CDX MEDICAL IP, INC., a Delaware corporation (“Grantor”), in favor of WHITE OAK HEALTHCARE FINANCE, LLC (“White Oak”), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of December 3, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to the Loan Agreement, to Agent a security interest in all of Grantor’s Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement to Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for itself and the ratable benefit of the Lenders, and grants to Agent for itself and the ratable benefit of the Lenders a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, provided that the intellectual property collateral shall not include the Excluded Property (the “Intellectual Property Collateral”):

(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 (collectively, the “**Copyrights**”);

(b) Any and all trade secrets;

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

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

(e) 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 A attached hereto (collectively, the “**Patents**”);

(f) Any 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 B attached hereto (collectively, the “**Trademarks**”);

(g) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the “**Mask Works**”);

(h) 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;

(i) 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;

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

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to

a single counterpart. Receipt by telecopy or in "pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CDX MEDICAL IP, INC., a Delaware corporation, as Grantor

By: John Sordillo
Name: John Sordillo
Title: Chief Restructuring Officer

ACCEPTED AND AGREED

as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC,
as Agent


By:  _____
Name: Jason Dufour
Title: Executive VP, Chief Credit Officer

EXHIBIT A

Patents

Owner	Issued Patents/ Pending Applications	Title	Jurisdiction
CDx Medical IP, Inc.	U.S. Patent No. 11,449,973	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	United States
CDx Medical IP, Inc.	U.S. Application Serial No. 17/892,589	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	United States
CDx Medical IP, Inc.	AU Patent No. 2019312657	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Australia
CDx Medical IP, Inc.	AU Application Serial No. 2022209237	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Australia
CDx Medical IP, Inc.	BR Patent No. 112021001864-6	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Brazil
CDx Medical IP, Inc.	CA Application Serial No. 3107949	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Canada
CDx Medical IP, Inc.	CN Application Serial No. 201980065255.7	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	China
CDx Medical IP, Inc.	EP Application Serial No. 19844886.2	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Europe

Owner	Issued Patents/ Pending Applications	Title	Jurisdiction
CDx Medical IP, Inc.	HK Application Serial No. 62021033364.2	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Hong Kong
CDx Medical IP, Inc.	IL Application Serial No. 280503	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Israel
CDx Medical IP, Inc.	IL Application Serial No. 295104	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Israel
CDx Medical IP, Inc.	JP Patent No. 7166456	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Japan
CDx Medical IP, Inc.	JP Patent No. 7244706	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Japan
CDx Medical IP, Inc.	KR Patent No. 10-2466218	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Korea
CDx Medical IP, Inc.	KR Application Serial No. 10-2022- 7037348	ENHANCED EXTENDED DEPTH OF FOCUSING ON BIOLOGICAL SAMPLES	Korea




Owner	Issued Patents/ Pending Applications	Title	Jurisdiction
CDx Medical IP, Inc.	Application Serial No. 17/790,827	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	United States
CDx Medical IP, Inc.	WO Serial Application No. PCT/US2022/01588	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	WO
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Europe
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Japan

Owner	Issued Patents/ Pending Applications	Title	Jurisdiction
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	China
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Canada
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Australia
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Israel

Owner	Issued Patents/ Pending Applications	Title	Jurisdiction
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Korea
CDx Medical IP, Inc.	Pending	SYSTEM AND METHOD FOR DYNAMICALLY PRIORITIZING, ORGANIZING AND DISPLAYING CELLS AND TISSUE IN ORDER OF THEIR DIAGNOSTIC SIGNIFICANCE	Brazil

EXHIBIT B

Trademarks

Owner	Trademark	Registration No. / Application No.	Jurisdiction
CDx Medical IP, Inc.	 The logo features three overlapping diamond shapes at the top, with a small black square in the center of the intersection. Below this is the text "WATS 3D" in a bold, sans-serif font, and "AI PLATFORM" in a smaller, spaced-out font underneath.	App. # 97/006,086	United States
CDx Medical IP, Inc.	 This version of the logo is identical to the one above but includes a textured, shaded background behind the diamond shapes.	App. # 97/002,400	United States
CDx Medical IP, Inc.	ENDOCDX	Reg. #00902211845	United Kingdom
CDx Medical IP, Inc.	 The logo consists of the text "OralCDx" in a bold, sans-serif font, enclosed within an oval border.	Reg. # 436856 (App. #905256)	India