

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM862270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biora Therapeutics, Inc.		12/19/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Trust Company LLC		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97829566	BIOJET	
Serial Number:	97320143	BIORA THERAPEUTICS	
Serial Number:	97829545	GITRAC	
Serial Number:	90192143	PREECLUDIA	
Registration Number:	5287692	INNATAL	
Registration Number:	5105731	PREPARENT	
Registration Number:	4581991	PROGENITY	
Registration Number:	6089194	PROGENITY	
Registration Number:	5896551	RESURA	
Registration Number:	5287694	RISCOVER	
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>			
Phone:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		

CH \$265.00 97829566

Address Line 4: Boston, MASSACHUSETTS 02199-3600	
ATTORNEY DOCKET NUMBER:	116849-0041
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	12/19/2023
Total Attachments: 8 source=BIORA Security Agreement#page1.tif source=BIORA Security Agreement#page2.tif source=BIORA Security Agreement#page3.tif source=BIORA Security Agreement#page4.tif source=BIORA Security Agreement#page5.tif source=BIORA Security Agreement#page6.tif source=BIORA Security Agreement#page7.tif source=BIORA Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 19, 2023 (this “**Trademark Security Agreement**”), by and among the signatory hereto indicated as a “**Pledgor**” (the “**Pledgor**”) in favor of GLAS Trust Company LLC, solely in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with any successor thereof, the “**Collateral Agent**”), pursuant to that certain Indenture, dated as of December 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among Biora Therapeutics, Inc., a Delaware corporation, as issuer, the Pledgor and each of the other guarantors listed on the signature pages thereto and GLAS Trust Company LLC, as trustee and as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of December 19, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Assets, whether now existing or hereafter arising or acquired from time to time (collectively, the “**Trademark Collateral**”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder

and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 5. Governing Law. The terms of Sections 11.06 and 11.07 of the Indenture with respect to governing law, consent of jurisdiction, service of process, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 6. Concerning the Collateral Agent. GLAS Trust Company LLC is entering this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, benefits, immunities and indemnities of the Collateral Agent set forth in the Indenture and Security Agreement, including without limitation those set forth in Articles 10 or 12 of the Indenture, as if such rights, privileges, benefits, immunities and indemnities were expressly set forth herein.

[Signature Page Follows]

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

BIORA THERAPEUTICS, INC., a
Delaware corporation

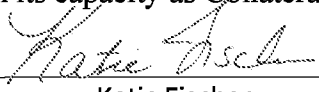
DocuSigned by:
By: Eric d'Esparbes
Name: Eric d'Esparbes
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008293 FRAME: 0034

Accepted and Agreed:

GLAS TRUST COMPANY LLC
solely in its capacity as Collateral Agent

By: 
Name: Katie Fischer
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008293 FRAME: 0035

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

[See Attached]

COUNTRY	REFERENCE #	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
Biora Therapeutics, Inc.				
Trademark Report By Title			Printed On: 12 Dec 2023 11:27 PM	
BIOJET				
UNITED STATES	T15536US00	08 Mar 2023 97/829,566		PENDING 09
BIORA THERAPEUTICS				
UNITED STATES	T15448US00	18 Mar 2022 97/320,143		PENDING 05, 09, 42, 44
CURRENT DUE 7/12/2023	ACTION FINAL DEADLINE TO FILE RESPONSE TO OFFICE ACTION			
GITRAC				
UNITED STATES	T15537US00	08 Mar 2023 97/829,545		PENDING 09
INNATAL				
UNITED STATES	T14642US00	18 Aug 2016 87/143,476	12 Sep 2017 5,287,692	REGISTERED 42, 44
CURRENT DUE 9/12/2023 9/12/2023	ACTION DEC OF INCONTEST S15 - AFFIDAVIT OF USE S8			
PREECLUDIA				
UNITED STATES	T15226US00	18 Sep 2020 90/192,143		ALLOWED 05, 42, 44
CURRENT DUE 9/7/2023 9/7/2023	ACTION FILE ITU EXTENSION STATEMENT OF USE			

COUNTRY	REFERENCE #	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
PREPARENT				
UNITED STATES	T14992US00	20 Mar 2015 86/571,335	20 Dec 2016 5,105,731	REGISTERED 42, 44
CURRENT DUE 6/20/2023 6/20/2023	ACTION DEC OF INCONTEST S15 cfc lapse 7-14-21 AFFIDAVIT OF USE S8			
PROGENITY				
UNITED STATES	T14990US00	21 May 2013 85/938,788	05 Aug 2014 4,581,991	REGISTERED 42, 44
CURRENT DUE 8/5/2024	ACTION AFFIDAVIT W/ RENEWAL - 5.17.23 cfc to lapse			
UNITED STATES	T14990US01	13 Sep 2019 88/616,788	30 Jun 2020 6,089,194	REGISTERED 42, 44
CURRENT DUE 6/30/2026 6/30/2026	ACTION DEC OF INCONTEST S15 - 5.17.23 cfc to lapse AFFIDAVIT OF USE S8			

RESURA

UNITED STATES	T14971US00	24 Apr 2019 88/400,075	29 Oct 2019 5,896,551	REGISTERED 44
CURRENT DUE	ACTION			
10/29/2025	AFFIDAVIT OF USE S8 - cfc lapse 7-14-21			
10/29/2025	DEC OF INCONTEST S15			

RISCOVER

UNITED STATES	T14647US00	18 Aug 2016 87/143,512	12 Sep 2017 5,287,694	REGISTERED 42, 44
CURRENT DUE	ACTION			
9/12/2023	DEC OF INCONTEST S15 - cfc lapse 7-14-21			
9/12/2023	AFFIDAVIT OF USE S8			

END OF REPORT