

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Millennium Health, LLC (f/k/a Millennium Laboratories, LLC)		06/22/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86443377	MH	
<b>Serial Number:</b>	86422674	MILLENNIUMPGT	
<b>Serial Number:</b>	86422640	MILLENNIUM HEALTH	
<b>Serial Number:</b>	86422645	MEDICATION INTELLIGENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212) 455-3393		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Lori Lesser, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1664		
<b>NAME OF SUBMITTER:</b>	Lori Lesser		
<b>SIGNATURE:</b>	/ll/		
<b>DATE SIGNED:</b>	06/22/2015		
<b>Total Attachments: 5</b>			

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 22, 2015 is made by Millennium Health, LLC (f/k/a Millennium Laboratories, LLC), a California limited liability company, with an address at 16981 Via Tazon, San Diego, CA 92127 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, with an address at P.O. Box 2558, Houston TX 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 16, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Millennium Lab Holdings II, LLC. ("Holdings"), the Borrower, the Lenders, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 16, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of such Borrower's right, title or interest in all Intellectual Property in which such Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. To secure the extensions of credit pursuant to the Credit Agreement and the performance of its Obligations thereunder, the Borrower hereby pledges and grants a security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the trademarks and trademark applications (listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The

Guarantee and Collateral Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

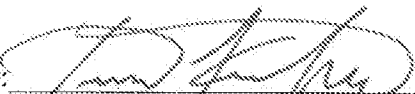
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILLENNIUM HEALTH, LLC

By:   
Name: Tim KENNEDY  
Title: C.F.O.

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 005557 FRAME: 0932**

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

By: Charles Holmes  
Name: Charles K. Holmes  
Title: Executive Director

[Signature Page to Grant of Security Interest in Trademark Rights]

Schedule A

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Serial No. / Reg. No</u>	<u>Filing Date / Reg. Date</u>	<u>Owner</u>
MH + Logo	86443377	11/3/2014	Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.)
MILLENNIUM PGT + Logo	86422674	9/13/2014	Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.)
MILLENNIUM Health + Logo	86422640	9/13/2014	Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.)
MEDICATION INTELLIGENCE	86422645	9/29/2014	Millennium Health, LLC (f/k/a Millennium Laboratories, Inc.)