

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Integrated Diagnostics, Inc.		10/26/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IND Funding LLC		
<b>Street Address:</b>	50 Main Street, Suite 1000		
<b>Internal Address:</b>	c/o Life Sciences Alternative Funding LLC		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86595997		
<b>Serial Number:</b>	86595987	INDI	
<b>Serial Number:</b>	86595993	INDI	
<b>Registration Number:</b>	4526737	INDI MOLECULAR	
<b>Registration Number:</b>	4544484	INDI MOLECULAR	
<b>Registration Number:</b>	4660179	INDI MOLECULAR	
<b>Registration Number:</b>	4804398	PCC INSIDE	
<b>Registration Number:</b>	4804399	PCC INSIDE	
<b>Registration Number:</b>	4564439	POWERED BY PROTEOMICS	
<b>Registration Number:</b>	4054197	POWERED BY PROTEOMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		

OP \$265.00 86595997

<b>ATTORNEY DOCKET NUMBER:</b>	055244-0007
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	10/29/2015
<b>Total Attachments: 5</b> source=Trademark Security Agreement Indi-LSAF#page1.tif source=Trademark Security Agreement Indi-LSAF#page2.tif source=Trademark Security Agreement Indi-LSAF#page3.tif source=Trademark Security Agreement Indi-LSAF#page4.tif source=Trademark Security Agreement Indi-LSAF#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of October 26, 2015, is entered into between IND Funding LLC, a Delaware limited liability company, as grantee ("Grantee"), and Integrated Diagnostics, Inc., a Delaware corporation, as grantor ("Grantor").

### Background

Grantor and Grantee have entered into a Loan Agreement dated as of April 25, 2014 (as amended, modified or supplemented from time to time, the "Loan Agreement"). It is a condition precedent to the funding of the Loans by Grantee under the Loan Agreement that Grantor shall have granted the security interests contemplated by this Agreement.

Grantor and Grantee have further entered into a Security Agreement dated as of April 25, 2014 (as amended, modified or supplemented from time to time, the "Security Agreement"). Pursuant to the Security Agreement, Grantor has granted to Grantee a security interest as contemplated by the Security Agreement, including, without limitation, in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, service marks, trademark applications, service mark applications, trademark licenses and service mark licenses, including all goodwill associated therewith, and all products and proceeds thereof, to secure the prompt, full and faithful payment and performance when due of the Obligations.

### Agreement

Grantor hereby agrees, for the benefit of Grantee, as follows:

#### Section 1.01. Loan Agreement Definitions.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

#### Section 1.02. Representation and Warranty.

Grantor owns the trademarks, service marks, and trademark and service mark applications listed on Schedules I hereto.

#### Section 1.03. Grant of Security Interest.

(a) Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(i) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule I hereto, together with all of the

goodwill of the business conducted or connected with the use of, or symbolized by, each such trademark, service mark, trademark application and service mark application;

(ii) each trademark license and service mark license;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing property, including, without limitation, any trademark or service mark referred to in Schedule I hereto, any trademark or service mark issued pursuant to a trademark application or service mark application referred to in Schedule I and any trademark or service mark licensed under any trademark or service mark license; and

(iv) Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Grantee of any applications by Grantor for a trademark based on an intent to use the same, if and so long as such application is pending without a Statement of Use having been filed and accepted by the applicable Trademark Office (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), and only to the extent a sale, transfer, conveyance, or other assignment to Grantee would impair the validity of such application, but rather, if and so long as each of Grantor's Intent-To-Use Applications is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Grantee on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application, to the extent partly exempted from this Agreement, shall cease to be partly exempted from this Agreement.

Notwithstanding anything contained herein, no security interest is granted hereunder in any Excluded Property (as defined in the Security Agreement), provided that, notwithstanding the foregoing, a security interest shall be, and is hereby, granted in (A) any Trademark Collateral immediately upon such Trademark Collateral ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

(b) This Agreement and the security interest created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter.

(c) If Grantor shall obtain rights to any new trademark, service mark, trademark application and service mark application, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section 1.03(c), Grantor hereby authorizes Grantee to modify this Agreement without obtaining Grantor's signature to such modification, by amending Schedule I hereto to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any of the schedules hereto shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on the schedules hereto.

Section 1.04. Remedies.

(a) The security interest described in Section 1.03 is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

(b) The terms and provision of this Agreement are intended as a supplement to the terms and provision of the Security Agreement. The rights and remedies of Grantee with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement.

(c) To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 1.05. Recordation.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

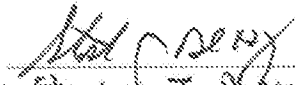
Section 1.06. Counterparts; Facsimile Signatures.

This Agreement may be executed and delivered by facsimile signature (including PDF) and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[The remainder of this page is intentionally left blank.]*

The undersigned executed this Agreement as of the date first set forth above.

IND FUNDING LLC, as Grantee



By:   
Name: Stephen J. Detvolsky  
Title: President

INTEGRATED DIAGNOSTICS, INC., as Grantor

By:   
Name: Douglas Sanders  
Title: CEO

SCHEDULE I

LIST OF TRADEMARKS, SERVICE MARKS, AND TRADEMARK AND SERVICE MARK APPLICATIONS

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
	44	86595997 4/13/2015	
INDI	10, 44	86595987 4/13/2015	
	44	86595993 4/13/2015	
INDI MOLECULAR	1	85837781 1/31/2013	4526737 5/6/2014
INDI MOLECULAR	5	85837792 1/31/2013	4544486 6/3/2014
INDI MOLECULAR	42	85837806 1/31/2013	4660179 12/23/2014
PCC INSIDE	1	85/678223 7/16/2012	4804398 9/1/2015
PCC INSIDE	5	85/678226 7/16/2012	4804399 9/1/2015
POWERED BY PROTEOMICS	5	85/167199 11/3/2010	4564439 7/8/2014
POWERED BY PROTEOMICS	5	85/975510 11/2/2010	4034197 11/8/2011