

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polymedco Cancer Diagnostic Products LLC		10/16/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2670913	BTA	
Registration Number:	2111161	BTA STAT	
Registration Number:	2546239	BTA TRAK	
Registration Number:	4108729	FIT TO FIGHT COLORECTAL CANCER	
Registration Number:	4016916	FIT-CHEK	
Registration Number:	3005144	FOBT-CHEK	
Registration Number:	4979079	GET FIT	
Registration Number:	3994708	OC FIT-CHEK	
Registration Number:	3994709	OC-L FIT-CHEK	
Registration Number:	3703198	OC-LIGHT	
Registration Number:	2539530	POLYMEDCO	
Serial Number:	86922780	1 IN 20	
Serial Number:	86922783	TAKE A FIT TEST	
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>			
Email:	michael.barys@clarivate.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
TRADEMARK			

OP \$340.00 2670913

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Andrea Gniadek

SIGNATURE: /Michael Barys/

DATE SIGNED: 10/17/2017

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 16th day of October, 2017, Polymedco Cancer Diagnostic Products LLC, a New York limited liability company (the "*Debtor*") with its principal place of business and mailing address at 510 Furnace Dock Road, Cortlandt Manor, New York 10567, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO Harris Bank N.A. ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and permitted assigns (BMO acting as such administrative agent and any successor(s) or permitted assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of the Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement bearing even date herewith among the Debtor, the Administrative Agent and the other parties thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by the Debtor 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 (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-to-Use Application as collateral

security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Debtor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

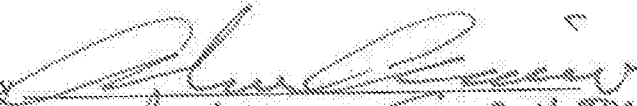
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

POLYMEDCO CANCER DIAGNOSTIC PRODUCTS,
LLC


By: 
Name: Andrew C. Cohen
Title: President

[Signature Page to Trademark Collateral Agreement (Polymedco Cancer Diagnostic Products, LLC)]

TRADEMARK
REEL: 006184 FRAME: 0208

Accepted and agreed to as of the date and year first above written.

BMO HARRIS BANK N.A., as Administrative
Agent

By 
Name James Bucaro
Title Director

[Signature Page to Trademark Collateral Agreement (Polymedco Cancer Diagnostic Products LLC)]

TRADEMARK
REEL: 006184 FRAME: 0209

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
BTA	2670913	01/07/2003
BTA STAT	2111161	11/04/1997
BTA TRAK	2546239	03/12/2002
FIT TO FIGHT COLORECTAL CANCER	4108729	03/06/2012
FIT-CHEK	4016916	08/23/2011
FOBT-CHEK	3005144	10/04/2005
GET FIT	4979079	06/14/2016
OC FIT-CHEK	3994708	07/12/2011
OC-L FIT-CHEK	3994709	07/12/2011
OC-LIGHT	3703198	10/27/2009
POLYMEDCO	2539530	02/19/2002

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
I IN 20	86922780	02/29/2016
TAKE A FIT TEST	86922783	02/29/2016