

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PATHWAY GENOMICS CORPORATION		12/05/2017	Corporation:

RECEIVING PARTY DATA

Name:	Vadim Shulman
Street Address:	21808 Pacific Coast Hwy.
City:	Malibu
State/Country:	CALIFORNIA
Postal Code:	90265
Entity Type:	INDIVIDUAL: ISRAEL

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	86698762	OME
Serial Number:	87034590	LYNCHSYNDROMETRUE
Serial Number:	86223727	BREASTTRUE
Serial Number:	86698778	CANCERINTERCEPT
Serial Number:	86698772	CANCER INTERCEPT
Serial Number:	86820194	CANCERINTERCEPT
Serial Number:	86820204	CANCER INTERCEPT
Serial Number:	86223728	COLOTRUE
Serial Number:	86223725	BRCATTRUE
Serial Number:	86026373	DNA INSIGHT
Serial Number:	85027295	
Serial Number:	85566804	PATHWAY ENGAGE
Serial Number:	85566800	PATHWAY CONNECT
Serial Number:	85017727	PATHWAY FIT
Serial Number:	77615360	PATHWAY GENOMICS
Serial Number:	77933463	THE VALUE OF KNOWING
Serial Number:	77672929	DNA LOCKBOX
Serial Number:	77664286	PATHWAY
Serial Number:	87010928	THIS IS MY PATHWAY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86337643	BRCA ONE FOR ONE
Serial Number:	86778729	PATHWAY PERFORM
Serial Number:	86923759	HEALTHY SKIN FROM WITHIN
Serial Number:	86223736	YOUR TRUTH ABOUT HEREDITARY CANCER
Serial Number:	86223733	ONCOTRUE
Serial Number:	86754586	IDNA
Serial Number:	85946845	SKINFIT
Serial Number:	87634632	GLUTEN FIT
Serial Number:	87707263	VO2 IQ
Serial Number:	87707293	ACTIVE IQ
Serial Number:	87707328	GLUTEN IQ
Serial Number:	87707349	DIET IQ
Serial Number:	87707363	VO2MAX IQ
Serial Number:	87707376	POWER IQ
Serial Number:	87707393	PERFORMANCE IQ

CORRESPONDENCE DATA

Fax Number: 8013281707

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.

Phone: 801.533.9800

Email: dwilson@wnlaw.com

Correspondent Name: WORKMAN NYDEGGER

Address Line 1: 60 EAST SOUTH TEMPLE, SUITE 1000

Address Line 4: SALT LAKE CITY, UTAH 84111

NAME OF SUBMITTER:	Charles A. Meeker
SIGNATURE:	/charles a. meeker/
DATE SIGNED:	12/12/2017

Total Attachments: 25

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PATHWAY GENOMICS CORPORATION
SECURITY AGREEMENT

This Security Agreement is dated as of December 5, 2017 (the "Agreement") by and between Pathway Genomics Corporation, a Delaware corporation (the "Borrower"), and Vadim Shulman, an individual (the "Secured Party"), which parties are also parties to those certain Note Purchase Agreements dated as set forth in Schedule 1 hereto (the "Purchase Agreements") and Secured Party is the holder of Subordinated Convertible Promissory Notes ("Notes") issued thereunder:

The Borrower and the Secured Party hereby agree as follows:

1. Certain Definitions.

1.1 "Collateral" shall mean the property described on Exhibit A hereto.

1.2 "Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

1.3 "Permitted Liens" means: (i) Liens imposed by law, such as carriers', warehousemen's, materialmen's and mechanics' liens, or Liens arising out of judgments or awards against Borrower with respect to which Borrower at the time shall currently be prosecuting an appeal or proceedings for review, (ii) Liens for taxes not yet subject to penalties for nonpayment and Liens for taxes the payment of which is being contested in good faith and by appropriate proceedings and for which, to the extent required by generally accepted accounting principles then in effect, proper and adequate book reserves relating thereto are established by Borrower, (iii) Liens incurred or deposits made in the ordinary course of Debtor's business in connection with worker's compensation, unemployment insurance, social security and other like laws; (iv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (v) Liens to which the Secured Party has expressly consented in writing; (vi) Liens in favor of the Secured Party; (vii) landlord's liens under leases to which Borrower is a party.

2. Security Agreement.

2.1 Grant. Borrower, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Secured Party a first priority security interest (subject to the existing Liens identified on Exhibit B hereto and any Permitted Liens that may have priority under applicable law) in and Lien on all of the Collateral now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest.

2.2 Borrower Remains Liable. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by any Secured Party of any of the rights hereunder shall not release the Borrower from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) no Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

2.3 Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until indefeasible payment and performance in full of all of the Obligations.

3. Obligations Secured. The security interest granted hereby secures payment of all amounts owed pursuant to the Purchase Agreements and the Notes of the Borrower in the aggregate principal amount set forth in the Purchase Agreements issued by the Borrower to the Secured Party and all other obligations of the Borrower to the Secured Party under the Notes and the Purchase Agreements (collectively, the "Obligations").

4. Borrower's Representations, Warranties And Covenants. Borrower hereby represents, warrants and covenants to the Secured Party that:

4.1 Place of Business. Borrower's principal place of business is at 4755 Nexus Center Drive, San Diego, California, 92121 and Borrower keeps its records concerning accounts, contract rights and other property at that location. Borrower will promptly notify the Secured Party in writing of the establishment of any new place of business where any of the Collateral is kept. Borrower is a corporation organized under the laws of the State of Delaware. Borrower will notify the Secured Party prior to changing either its form or jurisdiction of organization.

4.2 Condition of Collateral. Borrower will at all times keep in a manner reasonably satisfactory to the Secured Party accurate and complete records of the Collateral and will keep such Collateral insured to the extent similarly situated companies insure their assets. The Secured Party shall be entitled, at reasonable times and intervals after reasonable notice to Borrower, to enter Borrower's premises for purposes of inspecting the Collateral and Borrower's books and records relating thereto.

4.3 Creation of Liens. Borrower will not create or permit to be created or suffer to exist any Lien, except Permitted Liens, of any kind on any of the Collateral.

4.4 Use of Collateral. Borrower shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Borrower with respect to the Collateral.

4.5 Other Financing Statements. Other than financing statements, security agreements, chattel mortgages, assignments, copyright security agreements or collateral assignments, patent or trademark security agreements or collateral assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") existing as of the date hereof and disclosed to the Secured Party on Exhibit B attached hereto or arising after the date hereof in connection with any Permitted Lien and Financing Statements in favor of the Secured Party, no effective Financing Statement naming the Borrower as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

4.6 Notices, Reports and Information. The Borrower will (i) notify the Secured Party of any material claim made or asserted against the Collateral by any person or entity and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or either Secured Party's Lien thereon; (ii) furnish to the Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as either Secured Party may reasonably request, all in reasonable detail; and (iii) upon request of any Secured Party make such demands and requests for information and reports as the Borrower is entitled to make in respect of the Collateral.

4.7 Disposition of Collateral. The Borrower will not (i) surrender or lose possession of (other than to the Secured Party), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent permitted by this Agreement or in the ordinary course of business, or (ii) remove any of the Collateral from its present location within the State of California (other than disposals of Collateral permitted by subsection (i)) except upon at least 30 days' prior written notice to the Secured Party.

4.8 Separate Obligations and Liens. The Borrower acknowledges and agrees that (i) the Obligations represent separate and distinct indebtedness, obligations and liabilities of the Borrower to each of the Secured , which the Borrower is separately obligated to each Secured Party to pay and perform, in each case regardless of whether or not any indebtedness, obligation or liability to any other Secured Party or any other person or entity, or any agreement, instrument or guaranty that evidences any such other indebtedness, liability or obligation, or any provision thereof, shall for any reason be or become void, voidable, unenforceable or discharged, whether by payment, performance, avoidance or otherwise; (ii) the Lien that secures the Secured Party's Obligations (A) is separate and distinct from any and all other Liens on the Collateral, (B) is enforceable without regard to whether or not any other Lien shall be or become void, voidable or unenforceable or the indebtedness, obligations or liabilities secured by any such other Lien shall be discharged, whether by payment, performance, avoidance or otherwise, and (C) shall not merge with or be impaired by any other Lien.

4.9 Indemnification. The Borrower agrees to defend, indemnify and hold harmless the Secured against any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses): (a) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (b) with respect to, or resulting from, any delay in complying

with any law, rule, regulation or order of any governmental authority applicable to any of the Collateral or (c) in connection with any of the transactions contemplated by this Agreement except to the extent relating to a breach by a Secured Party of its obligations under this Agreement, the Purchase Agreement or the Notes.

5. Financing Statements. Upon the request of any Secured Party, Borrower shall at its cost execute any Financing Statement (including without limitation the filing of notices with the Copyright Office and the Patent and Trademark Office), in respect of any security interest created pursuant to this Agreement which may at any time be required or which, in the opinion of any Secured Party, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any financing statement) is required to protect and preserve such lien or security interest, Borrower shall at its cost execute the same at the time and in the manner requested by the Secured Party. To the fullest extent permitted by applicable law, the Borrower authorizes each Secured Party, and any agent acting on behalf of any Secured Party, to file any such Financing Statements without the signature of the Borrower.

6. Borrower's Rights Until Default. So long as an Event of Default does not exist, Borrower shall have the right to possess the Collateral, manage its property and sell its inventory in the ordinary course of business.

7. Event of Default. An "Event of Default" shall exist under this Agreement upon the occurrence of any Event of Default, as defined in the Purchase Agreement, without demand or notice from any Secured Party.

8. Rights and Remedies on Event of Default.

8.1 During the continuance of an Event of Default, the Majority Note Holders shall have the right, themselves or through any of their agents, with or without notice to Borrower (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process (provided, however, that it is in compliance with the UCC), to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, the Secured Party shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions in Secured Party's sole discretion, may deem advisable, and the Secured Party shall have the right to purchase at any such sale. Borrower agrees that a notice sent at least ten (10) business days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied, first to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to Secured Party's reasonable attorneys' fees and legal expenses, and then to the Obligations and to the payment of any other amounts required by applicable law, after which Secured Party shall account to Borrower for any surplus proceeds. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Secured Party are legally entitled, Borrower shall be liable for the deficiency, together with interest thereon at the rate of 10% per annum, and the reasonable fees of any

attorneys Secured Party employ to collect such deficiency; provided, however, that the foregoing shall not be deemed to require Secured Party to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Secured Party arising out of the retention or sale or lease of the Collateral or other exercise of Secured Party's rights and remedies with respect thereto.

8.2 Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all Borrower's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against all persons and entities claiming the Collateral sold or any part thereof under, by or through Borrower, its successors or assigns.

8.3 Borrower appoints Secured Party, and any officer, employee, authorized representative or agent of such Secured Party, with full power of substitution, as Borrower's true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the Secured Party's election, in its own name or in the name of Borrower, during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into Secured Party's possession, (ii) to sign and endorse any drafts against Borrower, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify persons and entities obligated with respect to the Collateral to make payments directly to Secured Party; and, (vi) generally, to do, at Secured Party's option and at Borrower's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve and realize upon the Collateral and Secured Party's security interest therein to effect the intent of this Agreement, all as fully and effectually as Borrower might or could do; and Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable as long as any of the Secured Obligations are outstanding.

8.4 All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

9. Secured Party's Rights; Borrower Waivers.

9.1 Secured Party's acceptance of partial or delinquent payment from Borrower under any Note or hereunder, or Secured Party's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Borrower hereunder, or any right of Secured Party hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

9.2 The Borrower waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and

all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; (ii) any right to require any Secured Party (A) to proceed against any person or entity, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against any Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

10. Collateral Agent.

10.1 Appointment. At any time or times, in order to comply with any legal requirement in any jurisdiction or in order to effectuate any provision of this Agreement as determined in the discretion of the Secured Party, the Secured Party may, without the consent of or notice to the Borrower, seek for itself or appoint any bank or trust company or any other person or entity to act as collateral agent (the "Collateral Agent"), either jointly with Secured Party or separately, on behalf of the Secured Party with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment. The Borrower acknowledges that (i) the rights and responsibilities of the Collateral Agent under this Agreement or arising out of this Agreement shall, as between the Collateral Agent and the Secured Party, be governed by the matters as among the Secured Party and the Collateral Agent to which the Borrower shall not be a third party or other beneficiary; and (ii) as between the Collateral Agent and the Borrower, the Collateral Agent shall be conclusively presumed to be acting as agent for itself and the Secured Party with full and valid authority so to act or refrain from acting.

10.2 Liability. The Collateral Agent shall not be liable for any act done or omitted hereunder as Collateral Agent while acting in good faith and in the exercise of reasonable judgment. The Secured Party shall severally indemnify the Collateral Agent and hold the Collateral Agent harmless against any loss, liability or expense incurred without gross negligence, bad faith or willful misconduct on the part of the Collateral Agent and arising out of or in connection with the acceptance or administration of the Collateral Agent's duties hereunder, including the reasonable fees and expenses of any legal counsel retained by the Collateral Agent (in all cases to the extent not paid or reimbursed by the Borrower).

11. Miscellaneous.

11.1 Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Secured Party and by the Borrower; and waiver on one occasion shall not operate as a waiver on any other occasion.

11.2 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt

requested, postage prepaid or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 11.2):

If to the Borrower:

4755 Nexus Center Dr.
San Diego, CA 92121
Attention: General Counsel

If to Secured Party:

At the address shown on the signature pages hereto.

11.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto, including, without limitation, all future holders of the Note.

11.4 Governing Law. The laws of the State of California shall govern the construction of this Agreement, without giving effect to the principles of conflicts of laws thereof.

11.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

11.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

11.8 Venue. Borrower and Secured Party agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the City of San Diego, State of California. Borrower waives any right it may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Borrower. If Borrower fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, it shall be deemed in default and an order of judgment may be entered against it as demanded or prayed for in such summons, complaint, process or papers. The choice of forum set forth herein shall not be

deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action hereunder or the Notes to enforce the same, in any appropriate jurisdiction.

11.9 Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTY HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.


11.10 Definitions. Except as set forth in Section 1(a) or as otherwise defined herein, capitalized terms shall have the meaning set forth in the Purchase Agreement.

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IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

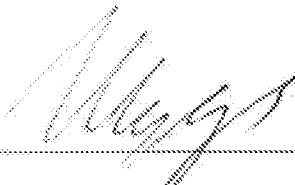
BORROWER:

PATHWAY GENOMICS CORPORATION

By: 
Name: JEFF CHIN
Title: GENERAL COUNSEL

Address: 4755 Nexus Center Dr.
San Diego, CA 92121

SECURED PARTY:

By: 
Name: Vadim Shulman

Address: 21808 Pacific Coast Hwy,
Malibu, CA 90265

SCHEDULE 1

<u>Note Purchase Agreement Dated</u>	<u>Amount</u>
November 2, 2016	\$2,500,000.00
February 7, 2017	\$1,000,000.00
March 21, 2017	\$800,000.00
May 2, 2017	\$700,000.00
September 27, 2017	\$500,000.00
October 16, 2017	\$1,000,000.00
November 3, 2017	\$500,000.00
November 28, 2017	\$1,000,000.00
Total	<u>\$8,000,000.00</u>

EXHIBIT A

DESCRIPTION OF COLLATERAL

All assets of Borrower (herein referred to as "Borrower" or "Debtor"), including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, payment intangibles, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs and supporting information (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of any Lender (herein referred to as "Lender" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory) and all computer programs embedded in goods and any supporting information;

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;





(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents");

Docket No.	Title	Serial Number(s)	Relevant Date	Country
20968.2a	Systems and Methods for Characterizing Nucleic Acid in a Biological Sample [Copy Number Variation]	PCT/US2017/058599	10/26/2017	WO
20968.4.1.1	Genetic sample collection systems	15/491,248	4/19/2017	US
20968.3a	Methods and systems for improving skin condition	PCT/US2016/061418	11/10/2016	WO
20968.4a.1	Genetic sample collection systems	RU2012124153	6/5/2012	RU
20968.35a.1	Genetic based health management apparatus and methods	RU2012124157	6/5/2012	RU
20968.36.1	Genetic based health management systems for weight and nutrition control	15/146756	5/4/2016	US
20968.36a.1	Genetic based health management systems for weight and nutrition control	CA2858679	6/9/2014	CA
20968.36a.2	Genetic based health management systems for weight and nutrition control	EP12858435.6 EP2791363	6/26/2014 10/22/14	EP
20968.36a.2.1	Genetic based health management systems for weight and nutrition control	15103592.9	4/13/2015	HK
20968.36a.3	Genetic based health management systems for weight and nutrition control	2014-547333	6/12/2014	JP
20968.36a.4	Genetic based health management systems for weight and nutrition control	10-2014-7019326	7/11/2014	KR
20968.36a.5	Genetic based health management systems for weight and nutrition control	MX/a/2014/006978	6/11/2014	MX
20968.36a.6.1	Genetic based health management systems for weight and nutrition control	RU2015113485	4/13/2015	RU
20968.37	Dual-mode microfluidic genetics testing platforms and methods of dual-mode genetics testing using same	US9128057 US2013/0011832 13/068,384	9/8/2015 1/10/2013 5/10/2011	US
20968.37.1.1	Dual-mode microfluidic genetics testing platforms and methods of dual-mode genetics testing using same	15/466,269	3/22/2017	US
20968.37a.1	Dual-mode microfluidic genetics testing platforms and methods of dual-mode genetics testing using same	RU2012124158	6/5/2012	RU
20968.38	Saliva Collection Vial	D790726 29/314,382	3/25/2009	US
20968.39	Saliva sample collection systems	US8617487 US2012/0325721 12/383,535	12/31/2013 2/27/2012 3/25/2009	US

20968.39.1	Saliva sample collection systems	US8932539 14/137,395 US20140205516	01/13/2015 12/20/2013 7/24/2014	US
20968.39a.1	Saliva sample collection systems	CN200910178920.1	9/29/2009	CN
20968.39a.2	Saliva sample collection systems	RU2012124156	6/5/2012	RU
20968.40.1	Genomics-based alerting systems	14/871,728 US20160026772	9/30/2015 1/28/2016	US
20968.40a.1	Genomics-based alerting systems	CN200910174593.2	9/30/2009	CN
20968.40a.2	Genomics-based alerting systems	CN201610248998.6	4/20/2016	CN
20968.40a.3	Genomics-based alerting systems	RU2012124155	6/5/2012	RU
20968.42.1	Genome-based drug management systems	15/169542	5/31/2016	US
20968.42a.1	Genome-based drug management systems	CN200910174594.7	9/30/2009	CN
20968.42a.1.1	Genome-based drug management systems	CN2016106086132 106228017	7/28/2016 12/14/2016	CN
20968.42a.2	Genome-based drug management systems	RU2012124154	6/5/2012	RU
20968.43.1.1	Method and System to Predict SSRI Response	15/297493	10/19/2016	US
20968.43.1a.1	Method and System to Predict SSRI Response	14/769,354	3/13/2014	US
20968.44.1.1.1.1	Method and System to Predict Response to Pain Treatments	15/461,194 US20170247760	3/16/2017	US
20968.44.1.1a.1	METHOD AND SYSTEM TO PREDICT RESPONSE TO PAIN TREATMENTS	14/769,409	8/20/2015	US
20968.44.1.1a.3	Method and System to Predict Response to Pain Treatments	14770061.1	9/29/2015	EP
20968.44.1.1a.3.1	Method and System to Predict Response to Pain Treatments	16108292.0	7/14/2016	HK
20968.45.1.1.1	Method and Systems to Predict Response to Treatments for Mental Disorders	15/143,263	4/29/2015	US
20968.45.1a.1.1	Method and Systems to Predict Response to Treatments for Mental Disorders	15/450,724	3/6/2017	US
20968.45.1a.4.1	Method and Systems to Predict Response to Treatments for Mental Disorders	16108293.9	7/14/2016	HK

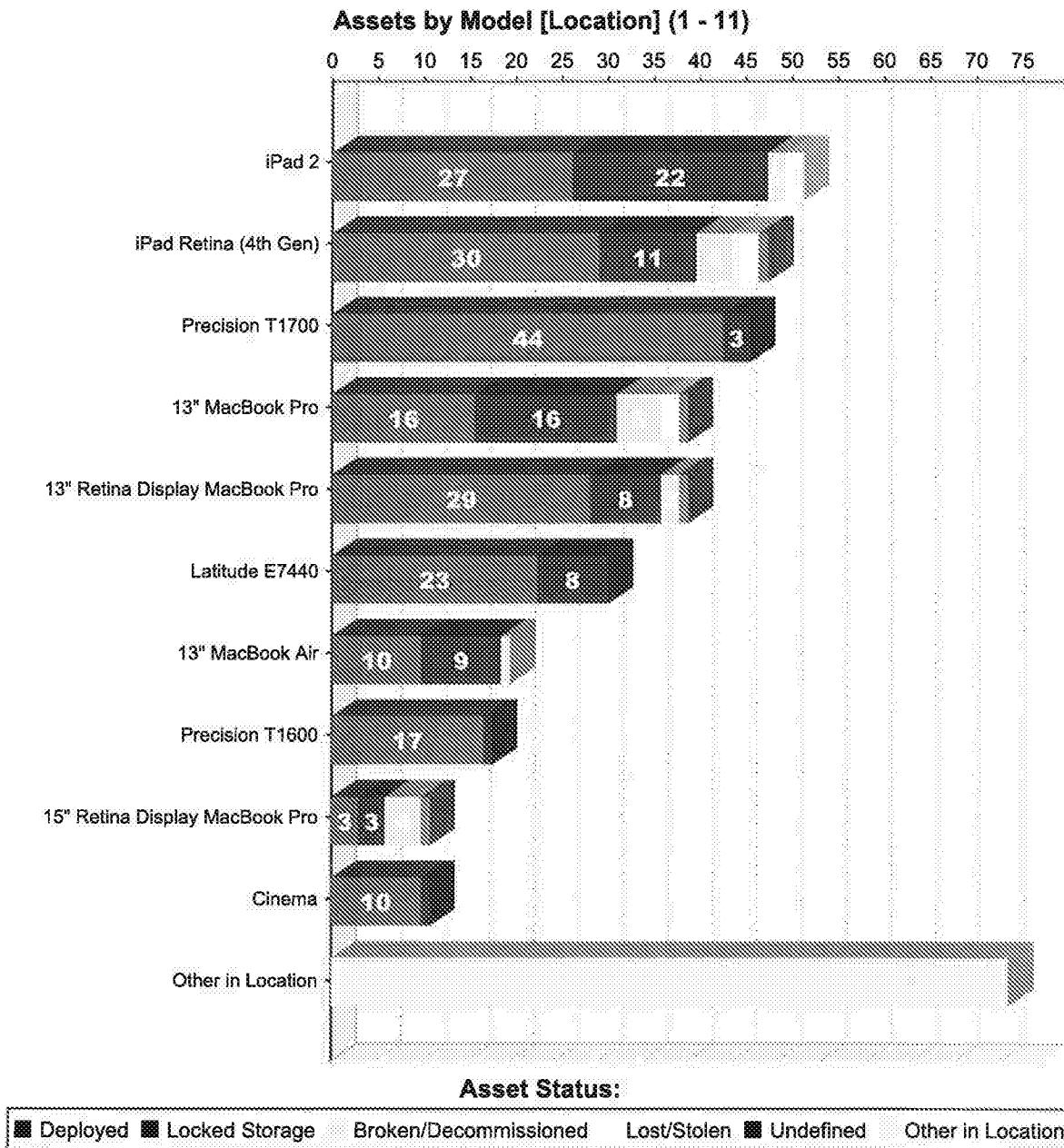
20968.46.1	DNA Collection Kit	15/164,628	5/25/2016	US
20968.52.1	Health and Wellness Management Methods and Systems Useful for the Practice Thereof	14/829426	8/18/2015	US
20968.52a.1	Health and Wellness Management Methods and Systems Useful for the Practice Thereof	2015800484178	8/18/2015	CN
20968.52a.2	Health and Wellness Management Methods and Systems Useful for the Practice Thereof	158404699	8/18/2015	EP
20968.52a.3	Health and Wellness Management Methods and Systems Useful for the Practice Thereof	MXa2017003189	8/18/2015	MX

Docket No.	Mark	Application No.	Filing Date	Reg No.	Reg Date	Country
20968.5	OME	86/698762	7/20/15			US
20968.6	LYNCHSYNDROMETRUE	87/034590	5/12/16	5064413	10/18/16	US
20968.7	BREASTTRUE	86/223727	3/17/14	4827926	10/6/15	US
20968.8	CANCERINTERCEPT	86/698778	7/20/15	5029943	8/30/16	US
20968.9	CANCER INTERCEPT	86/698772	7/20/15	5029942	8/30/16	US
20968.10	CANCERINTERCEPT	86/820194	11/13/15	5025669	8/23/16	US
20968.11	CANCER INTERCEPT	86/820204	11/13/15	5016484	8/9/16	US
20968.12	COLOTRUE	86/223728	3/17/14	4827927	10/6/15	US
20968.13	BRCATRUE	86/223725	3/17/14	4823031	9/29/15	US
20968.14	DNA INSIGHT	86/026373	8/1/13	4777820	7/21/15	US
20968.15		85/027295	4/30/10	3850282	9/21/10	US
20968.16	PATHWAY ENGAGE	85/566804	3/12/12	4271050	1/8/13	US
20968.17	PATHWAY CONNECT	85/566800	3/12/12	4217890	10/2/12	US
20968.18	PATHWAY FIT	85/017727	4/19/10	3982532	6/21/11	US
20968.19	PATHWAY GENOMICS	77/615360	11/16/08	3811649	6/29/10	US
20968.20	THE VALUE OF KNOWING	77/933463	2/11/10	4109372	3/6/12	US
20968.21	DNA LOCKBOX	77/672929	2/18/09	3951363	4/26/11	US
20968.22	PATHWAY	77/664286	2/5/09	4230275	10/23/12	US
20968.23	THIS IS MY PATHWAY	87/010928	4/22/16			US
20968.24	BRCA ONE FOR ONE	86/337643	7/15/14			US
20968.25	PATHWAY PERFORM	86/778729	10/5/15			US
20968.26	HEALTHY SKIN FROM WITHIN	86/923759	2/29/16			US
20968.29	YOUR TRUTH ABOUT HEREDITARY CANCER	86/223736	3/17/14			US
20968.30	ONCOTRUE	86/223733	3/17/14			US
20968.33	IDNA	86/754586	9/11/15			US
20968.34	SKINFIT	85/946845	5/30/13			US
20968.50	 PATHWAY GENOMICS	45-2014-0005962	7/29/14	45-0062895	2/22/16	Korea
20968.5a	OME	1287313	1/19/16			Madrid Protocol

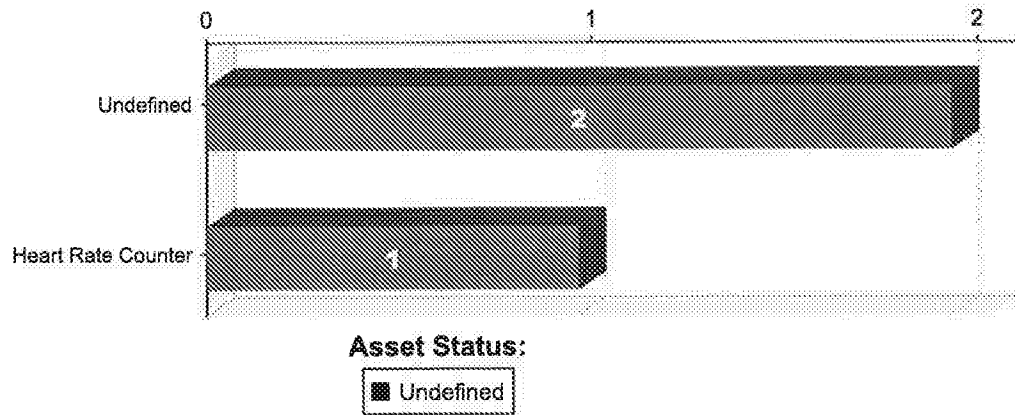
20968.5a.1	OME	1287313	1/19/16			Japan
20968.5a.2	OME	1287313	1/19/16			Korea
20968.5a.3	OME	1287313	1/19/16			Mexico
20968.15a		830597050	5/6/10	830597050	3/5/14	Brazil
20968.15a.1		830597085	5/6/10	830597085	3/26/13	Brazil
20968.15b		2010-008057	5/28/10	P308287	3/25/11	Venezuela
20968.15b.1		2010-008058	5/28/10	S047625	3/25/11	Venezuela
20968.18a	PATHWAY FIT	41-2014-027558	7/9/14	41-0325811	7/1/15	Korea
20968.19a	PATHWAY GENOMICS	1041218	5/21/10	1041218	5/21/10	Madrid Protocol
20968.19a.1	PATHWAY GENOMICS	1041218	5/21/10	1041218	5/21/10	Egypt
20968.19a.2	PATHWAY GENOMICS	1041218	5/21/10	1041218	5/21/10	Russia
20968.19b	PATHWAY GENOMICS	142041	5/4/10	142041	9/2/15	UAE
20968.19b.1	PATHWAY GENOMICS	142042	5/4/10	142042	9/26/12	UAE
20968.19c	PATHWAY GENOMICS	830379606	9/14/09	830379606	6/12/12	Brazil
20968.19c.1	PATHWAY GENOMICS	830379614	9/14/09	830379614	7/31/12	Brazil
20968.19c.2	PATHWAY GENOMICS	830379592	9/14/09	830379592	7/31/12	Brazil
20968.19d	PATHWAY GENOMICS	1438316	5/15/09	TMA821992	4/11/12	Canada
20968.19e	PATHWAY GENOMICS	7403607	5/18/09	7403607	9/28/10	China
20968.19e.1	PATHWAY GENOMICS	7403608	5/18/09	7403608	12/7/10	China
20968.19e.2	PATHWAY GENOMICS	7403606	5/18/09	7403606	1/7/11	China
20968.19f	PATHWAY GENOMICS	9089090	8/25/09	410655	9/21/10	Colombia
20968.19f.1	PATHWAY GENOMICS	9089092	8/25/09	410657	9/21/10	Colombia
20968.19f.2	PATHWAY GENOMICS	9089091	8/25/09	410656	9/21/10	Colombia
20968.19g	PATHWAY GENOMICS	008304214	5/15/09	008304214	12/1/09	Europe
20968.19h	PATHWAY GENOMICS	1818835	5/15/09			India
20968.19i	PATHWAY GENOMICS	20903	8/24/10			Libya
20968.19i.1	PATHWAY GENOMICS	20904	8/24/10			Libya
20968.19j	PATHWAY GENOMICS	1087032	5/4/10	1197393	1/19/11	Mexico
20968.19j.1	PATHWAY GENOMICS	1087034	5/4/10	1190620	11/24/10	Mexico

20968.19k	PATHWAY GENOMICS	2010-0011105	5/11/10	189908-01	5/11/10	Panama
20968.19k.1	PATHWAY GENOMICS	2010-0011104	5/11/10	189907-01	1/13/11	Panama
20968.19l	PATHWAY GENOMICS	420541	5/10/10	00171453	12/30/10	Peru
20968.19l.1	PATHWAY GENOMICS	420542	5/10/10	00069100	9/13/11	Peru
20968.19m	PATHWAY GENOMICS	156673	6/30/10	1295/93	11/29/11	Saudi Arabia
20968.19m.1	PATHWAY GENOMICS	156674	6/30/10	1324/30	2/8/12	Saudi Arabia
20968.19n	PATHWAY GENOMICS	2010007572	5/21/10	P310315	8/29/11	Venezuela
20968.19n.1	PATHWAY GENOMICS	10354-10	6/30/10	S048814	10/20/11	Venezuela
20968.26a	HEALTHY SKIN FROM WITHIN	015769557	8/22/16			Europe
20968.33a	IDNA	180223	5/11/16			Kuwait
20968.33b	IDNA	180222	5/11/16			Kuwait
20968.51a	PATHWAY	830597026	5/6/10	830597026	3/26/13	Brazil
20968.51a.1	PATHWAY	830597042	5/6/10	830597042	3/26/13	Brazil
20968.51b	PATHWAY	2010-007573	5/21/10	P310316	8/29/11	Venezuela
20968.51b.1	PATHWAY	2010-007574	5/21/10	S048461	8/29/11	Venezuela
20968.55	GLUTEN FIT	87/634632	10/5/17			US
20968.56	VO2 IQ	87/707263	12/4/17			US
20968.57	ACTIVE IQ	87/707293	12/4/17			US
20968.58	GLUTEN IQ	87/707328	12/4/17			US
20968.59	DIET IQ	87/707349	12/4/17			US
20968.60	VO2MAX IQ	87/707363	12/4/17			US
20968.61	POWER IQ	87/707376	12/4/17			US
20968.62	PERFORMANCE IQ	87/707393	12/4/17			US

Asset count by Location, Model and Asset Status



Assets by Model [Undefined] (1 - 2)



Asset Count		Deployed	Locked Storage	Broken/Decommissioned
Location	Precision T1700	0	0	0
	iPad Retina (4th Gen)	0	0	0
	13" Retina Display MacBook Pro	0	0	0
	iPad 2	0	0	0
	Latitude E7440	0	0	0
	iPad 2	0	0	0
	Precision T1600	0	1	0
	13" MacBook Pro	0	0	0
	iPad Retina (4th Gen)	0	0	0
	13" MacBook Air	0	0	1
	Cinema	0	1	0
	13" MacBook Air	0	0	1
	13" Retina Display MacBook Pro	0	0	0
	Latitude E7440	0	0	0
	Precision T1650	0	1	0
	T3500	0	0	0
	13" MacBook Pro	0	0	0
	11" Macbook Air	1	0	0
	15" Retina Display MacBook Pro	0	0	0
	iPad Retina (4th Gen)	0	0	0
15" Retina Display MacBook Pro	0	0	0	

Asset Count		Deployed	Locked Storage	Broken/Decommissioned
Location	iPad Air 2	0	0	0
	iPad Retina (4th Gen)	0	0	0
	Latitude E5500	1	0	0
	Precision T1700	0	0	0
	13" MacBook Pro	0	0	0
	13" Retina Display MacBook Pro	0	0	0
	15" MacBook Pro	0	0	1
	17" Macbook Pro	0	0	1
	Hotspot	0	1	0
	iPad 2	0	0	0
	Latitude E6520	0	0	0
	Latitude E6540	0	1	0
	Latitude E7450	1	0	0
	T3400	0	0	0
	T3600	0	0	0
	Total	13	11	6
	Undefined	Undefined	0	0
Total		0	0	0
Location	11" Macbook Air	1	0	0
	13" MacBook Air	0	0	1
	13" MacBook Pro	0	0	0
	13" Retina Display MacBook Pro	0	0	0
	15" MacBook Pro	0	0	1
	15" Retina Display MacBook Pro	0	0	0
	17" Macbook Pro	0	0	1
	Cinema	0	1	0
	Galaxy Note	1	0	0
	Galaxy Note Tablet	1	0	0
	Galaxy S4	0	0	0
	Hotspot	0	1	0
	iMac	1	0	0
	iPad	0	1	0
	iPad Air	1	0	0
	iPad Retina (4th Gen)	0	0	0
	iPhone 5s	1	0	0
	Latitude E5500	1	0	0
	Latitude E5520	0	1	1
	Latitude E6250	0	1	0
Latitude E6420	0	0	1	
Latitude E6430	0	1	0	

Asset Count		Deployed	Locked Storage	Broken/Decommissioned
Location	Latitude E6450	1	0	0
	Latitude E6510	0	0	1
	Latitude E6540	0	1	0
	Latitude E7450	1	0	0
	Mac Mini	1	0	0
	Optiplex 3011 All-In-One	1	0	0
	Optiplex 360	1	0	0
	Optiplex 780	1	0	0
	Precision T1600	0	1	0
	Precision T1650	0	1	0
	ThinkPad X1 Carbon	0	0	0
	Vostro 220	0	1	0
	W2246	0	1	0
	Wireless Scale	0	0	0
	Undefined	0	0	0
	Total	13	11	6
Undefined	Heart Rate Counter	0	0	0
	Total	0	0	0
Total		250	104	23

Asset Count		Lost/Stolen	Undefined	Awaiting Return
Location	Precision T1700	0	0	0
	iPad Retina (4th Gen)	0	1	0
	13" Retina Display MacBook Pro	0	1	0
	iPad 2	0	0	0
	Latitude E7440	0	0	0
	iPad 2	0	0	0
	Precision T1600	0	0	0
	13" MacBook Pro	0	1	0
	iPad Retina (4th Gen)	0	1	0
	13" MacBook Air	0	0	0
	Cinema	0	0	0
	13" MacBook Air	0	0	0
	13" Retina Display MacBook Pro	0	1	0
	Latitude E7440	0	0	0
	Precision T1650	0	0	0
	T3500	0	0	0
	13" MacBook Pro	0	1	0
	11" Macbook Air	0	0	0
	15" Retina Display MacBook Pro	0	1	0

Asset Count	Lost/Stolen	Undefined	Awaiting Return
Location iPad Retina (4th Gen)	0	1	0
Location 15" Retina Display MacBook Pro	0	1	0
Location iPad Air 2	0	0	0
Location iPad Retina (4th Gen)	0	1	0
Location Latitude E5500	0	0	0
Location Precision T1700	0	0	0
Location 13" MacBook Pro	0	1	0
Location 13" Retina Display MacBook Pro	0	1	0
Location 15" MacBook Pro	0	0	0
Location 17" Macbook Pro	0	0	0
Location Hotspot	0	1	0
Location iPad 2	0	0	0
Location Latitude E6520	0	0	0
Location Latitude E6540	0	0	0
Location Latitude E7450	0	0	0
Location T3400	0	0	0
Location T3600	0	0	0
Location Total	0	11	1
Undefined Undefined	0	0	0
Undefined Total	0	1	0
Location 11" Macbook Air	0	0	0
Location 13" MacBook Air	0	0	0
Location 13" MacBook Pro	0	1	0
Location 13" Retina Display MacBook Pro	0	1	0
Location 15" MacBook Pro	0	0	0
Location 15" Retina Display MacBook Pro	0	1	0
Location 17" Macbook Pro	0	0	0
Location Cinema	0	0	0
Location Galaxy Note	0	0	0
Location Galaxy Note Tablet	0	0	0
Location Galaxy S4	0	1	0
Location Hotspot	0	1	0
Location iMac	0	0	0
Location iPad	0	0	1
Location iPad Air	0	0	0
Location iPad Retina (4th Gen)	0	1	0
Location iPhone 5s	0	0	0
Location Latitude E5500	0	0	0
Location Latitude E5520	0	0	0
Location Latitude E6250	0	0	0

Asset Count		Lost/Stolen	Undefined	Awaiting Return	
Location	Latitude E6420	0	0	0	
	Latitude E6430	0	0	0	
	Latitude E6450	0	0	0	
	Latitude E6510	0	0	0	
	Latitude E6540	0	0	0	
	Latitude E7450	0	0	0	
	Mac Mini	0	1	0	
	Optiplex 3011 All-In-One	0	0	0	
	Optiplex 380	0	0	0	
	Optiplex 780	0	0	0	
	Precision T1600	0	0	0	
	Precision T1650	0	0	0	
	ThinkPad X1 Carbon	0	1	0	
	Vostro 220	0	0	0	
	W2246	0	1	0	
	Wireless Scale	0	1	0	
	Undefined	0	1	0	
	Total	0	11	1	
	Undefined	Heart Rate Counter	0	1	0
		Total	0	1	0
Total		7	14	1	

Asset Count		Total
Location	Precision T1700	0
	iPad Retina (4th Gen)	1
	13" Retina Display MacBook Pro	1
	iPad 2	0
	Latitude E7440	0
	iPad 2	0
	Precision T1600	1
	13" MacBook Pro	1
	iPad Retina (4th Gen)	1
	13" MacBook Air	1
	Cinema	1
	13" MacBook Air	1
	13" Retina Display MacBook Pro	1
	Latitude E7440	0
	Precision T1650	1
	T3500	0
	13" MacBook Pro	1
	11" Macbook Air	1

Asset Count		Total
Location	15" Retina Display MacBook Pro	1
	iPad Retina (4th Gen)	1
	15" Retina Display MacBook Pro	1
	iPad Air 2	0
	iPad Retina (4th Gen)	1
	Latitude E5500	1
	Precision T1700	0
	13" MacBook Pro	1
	13" Retina Display MacBook Pro	1
	15" MacBook Pro	1
	17" Macbook Pro	1
	Hotspot	2
	iPad 2	0
	Latitude E6520	0
	Latitude E6540	1
	Latitude E7450	1
	T3400	0
	T3600	0
	Total	42
	Undefined	Undefined
Total		1
Location	11" Macbook Air	1
	13" MacBook Air	1
	13" MacBook Pro	1
	13" Retina Display MacBook Pro	1
	15" MacBook Pro	1
	15" Retina Display MacBook Pro	1
	17" Macbook Pro	1
	Cinema	1
	Galaxy Note	1
	Galaxy Note Tablet	1
	Galaxy S4	1
	Hotspot	2
	iMac	1
	iPad	2
	iPad Air	1
	iPad Retina (4th Gen)	1
	iPhone 5s	1
Latitude E5500	1	

Asset Count		Total
Location	Latitude E5520	2
	Latitude E6250	1
	Latitude E6420	1
	Latitude E6430	1
	Latitude E6450	1
	Latitude E6510	1
	Latitude E6540	1
	Latitude E7450	1
	Mac Mini	2
	Optiplex 3011 All-In-One	1
	Optiplex 380	1
	Optiplex 780	1
	Precision T1600	1
	Precision T1650	1
	ThinkPad X1 Carbon	1
	Vostro 220	1
	W2246	2
	Wireless Scale	1
	Undefined	1
	Total	42
Undefined	Heart Rate Counter	1
	Total	1
Total		399

Report was generated at 11/27/17