

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MDX MEDICAL, INC.		06/15/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	53 State Street		
<b>Internal Address:</b>	28th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88215685	SAPPHIRE DIGITAL	
<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>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1231915 TM		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		
<b>SIGNATURE:</b>	/Sarah Mackin/		
<b>DATE SIGNED:</b>	06/15/2020		
<b>Total Attachments: 4</b>			
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**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of June 15, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 53 State Street, 28<sup>th</sup> Floor, Boston, Massachusetts 02109 (“Bank”) and **MDX MEDICAL, INC.**, a Delaware corporation with its principal place of business located at 160 Chubb Avenue, 3<sup>rd</sup> Floor, Lyndhurst, New Jersey 07071 (“Grantor”).

**Recitals**

A. Grantor has entered into that certain Amended and Restated Loan and Security Agreement dated as of May 27, 2016, by and among Grantor, **UCOMPARE HOLDINGS, LLC** (“UCH”), a Delaware limited liability Company and **MDX-HL HOLDINGS, LLC** (“HL”), a Delaware limited liability company, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 25, 2017 by and among Bank, Grantor, UCH, and HL, as further amended by that certain Second Amendment and Consent to Amended and Restated Loan and Security Agreement dated as of October 5, 2017 by and among Bank, Grantor, UCH, and HL, as further amended by that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of April 10, 2018 by and between among Bank, Grantor, UCH, and HL, and as further amended by that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of June 13, 2019 by and among Bank, Grantor, UCH, and HL, and as further amended by that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Bank, Grantor, UCH, and HL (as the same may be further amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of May 25, 2017 (as may be amended, affected, modified, restated, replaced, or supplemented from time to time, the “IP Security Agreement”). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank. Each party hereto may execute this Agreement by

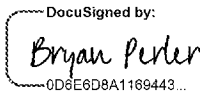
electronic means and recognizes and accepts the use of electronic signatures and records by any other party in connection with the execution and storage hereof.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the first date written above.

**GRANTOR:**

MDX MEDICAL, INC.

By:  \_\_\_\_\_  
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Name: Bryan Perler

Title: Chief Financial Officer and Secretary

**BANK:**

SILICON VALLEY BANK

By:  \_\_\_\_\_  
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Name: Dan Greaney

Title: Vice President

SCHEDULE C-1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sapphire Digital	88215685	12/04/2018