

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI204322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVATUS LIFE SCIENCES LENDING FUND I, LP		05/01/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MDXHEALTH SA		
Street Address:	CAP Business Center, Zone Industrielle des Hauts-Sarts		
Internal Address:	Rue d'Abhooz 31		
City:	BE-4040 Herstal		
State/Country:	BELGIUM		
Entity Type:	Limited Liability Company: BELGIUM		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4242496	MDXHEALTH	
Registration Number:	4432902	PREDICT	
Registration Number:	4384455	CONFIRMMDX	
Registration Number:	4298798	X	
Registration Number:	4404070	MDXHEALTH	
Registration Number:	4946408	PREDICT	
Registration Number:	5146876	RECURMDX	
Registration Number:	5329966	EPIHEALTH	
Registration Number:	4724433	PREDICT	
Registration Number:	5286853	SELECTMDX	
Registration Number:	5572296	URNCOLLECT	
Serial Number:	90833013	SEQCYR	
Serial Number:	90867170	MONITORMDX	
Serial Number:	97365811	RESOLVE MDX	
Serial Number:	97437069	MDX	
Serial Number:	97438733	XPERT ONE	
Serial Number:	97455331	SELECT	

CH \$440.00.00 8517177

CORRESPONDENCE DATA**Fax Number:**

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: 2026626000**Email:** akwon@cov.com**Correspondent Name:** Covington & Burling LLP**Address Line 1:** ONE CITY CENTER, 850 TENTH ST NW**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	34550.00117
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NAME OF SUBMITTER:	Ashley Kwon
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SIGNATURE:	Ashley Kwon
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DATE SIGNED:	05/01/2024
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Total Attachments: 8

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of May 1, 2024, is executed by INNOVATUS LIFE SCIENCES LENDING FUND I, LP, a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent"), and in favor of MDXHEALTH SA, a limited liability company existing under the laws of Belgium, and MDXHEALTH, INC., Delaware limited liability company (collectively, the "Grantors" and each, a "Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the IP Security Agreement (defined below).

RECITALS

A. The Intellectual Property Security Agreement, dated as of August 2, 2022, executed by Grantors (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "IP Security Agreement"), was entered into in conjunction with that certain Loan and Security Agreement, dated as of August 2, 2022, by and among Collateral Agent, Grantors and the other Grantors party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time from time to time, the "Security Agreement"), pursuant to which Grantors granted to Collateral Agent a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (as defined therein), including without limitation the copyrights listed on Exhibit A hereto, the trademarks and trademark applications listed on Exhibit B hereto, and the patents and patent applications listed on Exhibit C hereto (such copyrights, trademarks and trademark applications, and patents and patent applications, the "Intellectual Property").

B. Pursuant to the IP Security Agreement, Grantors pledged and granted to the Collateral Agent for the benefit of the Lenders (as defined in the IP Security Agreement) a security interest in all of Grantors' right, title and interest in, to and under all of the IP Collateral (as defined below).

C. The IP Security Agreement was recorded at the United States Patent and Trademark Office on August 2, 2022 at Reel/Frame 060698/0957 in respect of the United States patents and patent applications and on August 2, 2022 at Reel/Frame 007809/0146 in respect of the trademarks and trademark applications.

D. Collateral Agent agrees to discharge fully, terminate and release its security interest in all the Intellectual Property specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agent hereby agrees as follows:

1. (a) The IP Security Agreement and (b) with respect to the Intellectual Property, the Security Agreement, are hereby terminated and of no further force and effect.

2. Collateral Agent hereby expressly irrevocably and unconditionally terminates, cancels, fully discharges and releases the security interest pledged and granted by Grantors to the Collateral Agent in any and all right, title and interest of Grantors in, to and under any and all of the following (the "IP Collateral"), including, without limitation, all of the Intellectual Property, and reassigns, transfers and conveys to Grantors any and all right, title and interest of Collateral Agent (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Collateral Agent pursuant to the Intellectual Property Security Agreement or Loan and Security Agreement:

(a) all of the copyrights, whether then owned or at any time thereafter acquired, of each Grantor, including the copyrights listed on Exhibit A, and all registrations and pending applications associated therewith.

(b) all of the trademarks, whether then owned or at any time thereafter acquired, of each Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on Exhibit B, and all registrations and pending applications associated therewith.

(c) all patents and patent applications, in each case whether then owned by each Grantor or thereafter acquired and whether then existing or thereafter coming into existence, including without limitation those listed on Exhibit C, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.

3. Collateral Agent represents and warrants that it has the full power and authority to execute this Termination.

4. Collateral Agent hereby authorizes each Grantor or their respective authorized representative to record or file this Termination with the United States Copyright Office, the Trademark Division of the United States Patent and Trademark Office, and the Patent Division of the United States Patent and Trademark Office, and with any foreign copyright, trademark, or patent office, at such Grantor's sole cost and expense.

5. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to each Grantor of the security interest contemplated hereby (at such Grantor's sole cost and expense).

6. This Termination and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction.

[signature on following page]

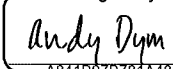
IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

INNOVATUS LIFE SCIENCES LENDING FUND I,
LP

By: Innovatus Life Sciences GP, LP

Its: General Partner

By: 
Name: _____
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Title:

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B

TRADEMARKS


<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
MDXHEALTH	4,242,496	Nov 13, 2012
PREDICT	4,432,902	Nov 12, 2013
	4,384,455	Aug 13, 2013
<i>ConfirmMDX</i>		
	4,298,798	Mar 5, 2013
<i>MDX Health</i>	4,404,070	Sept 17, 2013
PREDICT	4,946,408	Apr 26, 2016
RECURMDX	5,146,876	Feb 21, 2017
EPIHEALTH	5,329,966	Nov 7, 2017
PREDICT	4,724,433	Apr 21, 2015
SELECTMDX	5,286,853	Sept 12, 2017
URNCOLLECT	5,572,296	Sept 25, 2018
	IR 1209604 US	
<i>ConfirmMDX</i>	IR 1209604WIPO	Mar 6, 2014
	266773 IL	
MDXHEALTH	IR 1204482 US	
	IR 1204482WIPO	Mar 18, 2014
	265654 IL	
	OHIM EU	
PREDICT	IR 1202675 US	Apr 9, 2014
	IR 1202675WIPO	
SELECTMDX	IR 1309843 US	
	IR 1309843WIPO	Oct 31, 2015
	OHIM EU	
URNCOLLECT	IR 1361189 US	
	IR 1361189WIPO	June 21, 2017
	OHIM EU	
SEQCYR	90/833,013	July 16, 2021
MONITORMDX	90/867,170	Aug 5, 2021
RESOLVE MDX <i>Resolve mdx</i>	97/365,811	Apr 15, 2022
MDX	97/437,069	May 31, 2022
XPERT ONE	97/438,733	June 1, 2022
SELECT	97/455,331	June 13, 2022

EXHIBIT C

PATENTS

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
METHYLATION DETECTION OF MGMT	US 9,050,280	7/9/2010
METHYLATION DETECTION OF MGMT	EP2201131 (BE/DE/FR/GB)	9/17/2008
METHYLATION DETECTION OF MGMT	CA2699856	9/17/2008
METHYLATION DETECTION OF MGMT	US 10,053,724	6/8/2015
Novel Markers for Bladder Cancer Detection	EP2198042 (BE/DE/ES/FR/GB/IT/NL)	9/11/2008
Novel Markers for Bladder Cancer Detection	US 9,322,065	6/16/2010
Novel Markers for Bladder Cancer Detection	CA2699606	9/11/2008
Novel Markers for Bladder Cancer Detection	JP5697448	9/11/2008
Novel Markers for Bladder Cancer Detection	US 10,113,202	3/24/2016
Detection and Prognosis of Cervical Cancer	US 9,371,569	2/13/2014
Detection and Prognosis of Cervical Cancer	EP2626435 (BE/CH/DE/FR/GB/NL)	3/23/2009
Detection and Prognosis of Cervical Cancer	EP2271774 (BE/DE/FR/GB/NL)	3/23/2009
Detection and Prognosis of Cervical Cancer	CA2718092	3/23/2009
Detection and Prognosis of Cervical Cancer	US 10,041,128	5/24/2016
Novel Markers for Bladder Cancer Detection	US 9,388,471	9/29/2011
Novel Markers for Bladder Cancer Detection	EP2406393 (CH/DE/FR/GB/NL)	3/11/2010
Methods of Detecting Mutations and Epigenetic Changes	US 9,605,312	6/6/2014
Methods of Detecting Mutations and Epigenetic Changes	EP2788505 (BE/DE/FR/GB/IT/NL)	12/6/2012
Methods of Detecting Mutations and Epigenetic Changes	CA2858144	12/6/2012

Methods/Kits, Identify/Adjust, Bias in SEQ of Polynucleotide Samples	US 10,119,166	8/12/2015
Methods/Kits, Identify/Adjust, Bias in SEQ of Polynucleotide Samples	CA2901120	2/12/2014
Methods/Kits, Identify/Adjust, Bias in SEQ of Polynucleotide Samples	EP2956553 (BE/DE/FR/GB/NL)	2/12/2014
MOLECULAR MARKERS IN PROSTATE CANCER	EP2707501 (BE/DE/ES/FR/GB/IT/NL)	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	CA2835730	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	AU 2012252437	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	EP18158356.8	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	CA3115945	5/9/2012
MOLECULAR MARKERS IN PROSTATE CANCER	US 17/241,671	4/27/2021
Mol Markers, PCa, Dx Tool, Improved Sensitivity/Specificity	EP2773768 (BE/CH/LI/DE/DK/ES/FR/GB/IE/IT/LU/NL/SE)	11/2/2012
Mol Markers, PCa, Dx Tool, Improved Sensitivity/Specificity	CA2853745	11/2/2012
Mol Markers, PCa, Dx Tool, Improved Sensitivity/Specificity	AU 2012331104	11/2/2012
Mol Markers, Improved Sensitivity/Specificity, Predict/Treat PCa	US 17/319,705	5/13/2021
MOLECULAR MARKERS IN BLADDER CANCER	CA2904126	3/7/2014
MOLECULAR MARKERS IN BLADDER CANCER	EP3696283 (BE/DE/FR/GB/NL)	3/7/2014
Method for Predicting and Treating Clinically Significant Prostate Cancer	US 10,329,625	11/21/2016

Method for Predicting and Treating Clinically Significant Prostate Cancer	US 16/355,019 (US Pat. 11,767,563)	3/15/2019
Method for Predicting and Treating Clinically Significant Prostate Cancer	US 18/233,216	8/11/2023
MGMT Epigenetic Deep-Sequencing Assay	US 16/495,070	9/17/2019
MGMT Epigenetic Deep-Sequencing Assay	EP3596236 (BE/DE/FR/GB/NL)	3/19/2018