

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2658712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
METAMARK GENETICS, INC.	12/20/2013

RECEIVING PARTY DATA

Name:	PLIO LIMITED
Street Address:	SIMOU MENARDOU 8
Internal Address:	RIA COURT 8, OFFICE 101
City:	LARNACA
State/Country:	CYPRUS
Postal Code:	6015

Name:	CHIONE LIMITED
Street Address:	SIMOU MENARDOU 8
Internal Address:	RIA COURT 8, OFFICE 101
City:	LARNACA
State/Country:	CYPRUS
Postal Code:	6015

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	13054468
PCT Number:	US1244268
Application Number:	61792003
Patent Number:	8163252

CORRESPONDENCE DATA

Fax Number: (617)526-5000
 Phone: 617-526-6448
 Email: megan.stembridge@wilmerhale.com

502612221

**PATENT
 REEL: 031867 FRAME: 0933**

OP \$160.00 13054468

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: MICHAEL J. BEVILACQUA, ESQUIRE
Address Line 1: WILMER CUTLER PICKERING HALE AND DORRLLP
Address Line 2: 60 STATE STREET
Address Line 4: BOSTON, MASSACHUSETTS 02019

ATTORNEY DOCKET NUMBER:	2202209-00129
NAME OF SUBMITTER:	MEGAN L. STEMBRIDGE
Signature:	/MEGAN L. STEMBRIDGE/
Date:	12/23/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of December 20, 2013 is made by Metamark Genetics, Inc., a Delaware corporation (the “*Grantor*”), in favor of Plio Limited (“*Plio*”) and Chione Limited (“*Chione*” and together with Plio, individually a “*Lender*” and collectively, the “*Lenders*”).

WHEREAS, the Grantor and the Lenders have entered into a certain Guaranty and Security Agreement, dated as of the date hereof (the “*Security Agreement*”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lenders a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Lenders as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lenders a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisionals, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto and any related U.S. and foreign patents and applications thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lenders.

3. Security Agreement. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders with respect to the collateral are as provided by the Security Agreement, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (*i.e.*, “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Grantor may not assign its rights under this IP Security Agreement unless the Required Lenders (as defined in the Security Agreement) have granted their prior written consent.

6. Governing Law. This IP Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

METAMARK GENETICS, INC.

By: 
Name: Shawn Marcell
Title: Chief Executive Officer

Acknowledged and agreed by the Lenders:

PLIO LIMITED

By: _____
Name: _____
Title: _____
Address: _____

Simou Menardou 8, Ria Court 8, Office 101
6015 Larnaca, Cyprus

CHIONE LIMITED

By: _____
Name: _____
Title: _____
Address: _____

Simou Menardou 8, Ria Court 8, Office 101
6015 Larnaca, Cyprus

Signature Page

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

METAMARK GENETICS, INC.

By: _____
Name: Shawn Marcell
Title: Chief Executive Officer

Acknowledged and agreed by the Lenders:

PLIO LIMITED

By: *Marvin Jernik*
Name: MARVIN JERNIK
Title: DIRECTOR
Address: _____

Simou Menardou 8, Ria Court 8, Office 101
6015 Larnaca, Cyprus

CHIONE LIMITED

By: *Marvin Jernik*
Name: MARVIN JERNIK
Title: DIRECTOR
Address: _____

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6015 Larnaca, Cyprus

Signature Page

**SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Application or Patent Number	Title/Identifier
U.S. Application 13/054,468	SIGNATURES AND PCDETERMINANTS ASSOCIATED WITH PROSTATE CANCER AND METHODS OF USE THEREOF ("Prostate I" licensed from DFCI)
PCT/US12/44268	SIGNATURES AND DETERMINANTS ASSOCIATED WITH PROSTATE CANCER PROGRESSION AND METHODS OF USE THEREOF ("Prostate II" licensed from DFCI)
61/792,003	COMPOSITIONS AND METHODS FOR CANCER PROGNOSIS (Metamark's 12-gene panel prostate prognostic test)
US 8,163,252 B2	KIT FOR TAKING BIOPSIES, AUTOPSIES, EXCISIONS, AND RESECTIONS AND METHODS THEREOF

**SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Description of Mark</u>
METAMARK	85/428645	09/21/11			word mark
METAMARKDX	77/788294	07/23/09			word mark
PROGNOSIS DETERMINANT	77/788343	07/23/09			word mark
PROMARK	85/931639	05/14/13			word mark
PROMARKDX	85/931605	05/14/13			word mark

**SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.