

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5082600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TELOMERE DIAGNOSTICS, INC.	02/01/2018
RECEIVING PARTY DATA	
Name:	PRADEYROL DEVELOPPEMENT S.A.
Street Address:	5-7 RUE SAINT ROCH
City:	PARIS
State/Country:	FRANCE
Postal Code:	75001
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9944978
Application Number:	14892395
Application Number:	15954441
CORRESPONDENCE DATA	
Fax Number:	(415)989-1663
<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>	
Phone:	415-391-4800
Email:	tm@cpdb.com
Correspondent Name:	KAREN S. FRANK
Address Line 1:	C/O COBLENTZ PATCH DUFFY & BASS LLP
Address Line 2:	ONE MONTGOMERY STREET, SUITE 3000
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94104
NAME OF SUBMITTER:	KAREN S. FRANK
SIGNATURE:	/karen s. frank/
DATE SIGNED:	08/03/2018
Total Attachments: 18	
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source=signed TDx_IP_Security_Agreement - for Patent Recordation#page2.tif	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2018 ("Effective Date"), is made between TELOMERE DIAGNOSTICS, INC., a Delaware corporation ("Grantor") and PRADEYROL DEVELOPPEMENT S.A. ("Secured Party").

Recitals

WHEREAS, Secured Party made a loan to Grantor which are evidenced by a Convertible Promissory Note, dated February 1, 2017 (the "Note"), in the original principal amount of \$14,425,927.00, and has continued to make additional loans to Grantor which are documented in additional notes in form and substance identical to that of the Note (collectively, the "Notes").

WHEREAS, in the accordance with the terms of the Note, the loan has matured and is now due and payable to Secured Party.

WHEREAS, at the request of Grantor, Secured Party has agreed to amend the Note to extend its maturity date on the terms and conditions set forth in that certain Allonge to Convertible Promissory Notes, dated as of the Effective Date, and this Agreement including, without limitation, Grantor's granting a security interest in all of Grantor's intellectual property assets whether presently existing or hereafter acquired to secure all amounts due under the Note or which may become due under the Notes.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees as follows:

Agreement

1. Defined Terms. The following terms have the meanings set forth below:

(a) "Copyright License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Copyright.

(b) "Copyrights" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (i) all copyrightable works of authorship, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

(c) "Copyright Security Agreement" shall mean a Copyright Security Agreement, substantially in the form of Exhibit A, executed and delivered by any Grantor granting a security interest in the Copyrights, as may be amended, modified or supplemented, from time to time, in accordance with its terms.

(d) "Domain Names" means all domain name registrations now owned or hereafter existing or adopted or acquired by Grantor or on behalf of Grantor and Grantor's business.

(e) "Patent and Trademark Security Agreement" shall mean a Patent and Trademark Security Agreement, substantially in the form of the Exhibit B, executed and delivered by any Grantor granting a security interest in any of its Patents and Trademarks, as may be amended, modified or supplemented, from time to time, in accordance with its terms.

(f) "Patent License" means any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Patent.

(g) "Patents" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (i) all issued patents, reissued or reexamined patents, revivals of patents, divisions, continuations and continuations-in-part of patents, all renewals and extensions thereof, utility models, and certificates of invention, regardless of country or formal name; and (ii) all published or unpublished non-provisional and provisional patent applications, including the right to file other or further applications, reexamination proceedings, invention disclosures and records of invention.

(h) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (all, whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

(i) "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future obligations to the Secured Party pursuant to the Notes (collectively, the "Obligations"), Grantor hereby grants a first priority perfected security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following intellectual property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the "Intellectual Property Collateral"):

(a) all of its Trademarks, Copyrights, Patents, Trademark Copyright and Patent Licenses to which it is a party and Domain Names including, but not limited to, those referred to on Schedule I;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above, whether arising under United States, multinational or foreign laws or otherwise;

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) infringement of any Copyright or Copyright licensed under any Copyright License, (iii) infringement of any Patent or Patent licensed under any Patent License, or (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; and

(f) all Domain Names.

Notwithstanding the foregoing the term Intellectual Property Collateral shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper which would otherwise comprise Intellectual Property Collateral, in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

For purposes of clarification, the Obligations include any losses suffered by or liabilities of Secured Party arising out of the Notes or this Agreement or any costs or expenses incurred by Secured Party (including, without limitation, legal fees and costs) to enforce the Note or this Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is a Delaware corporation, duly incorporated, validly existing and in good standing. Grantor has full power and authority to execute, deliver and perform this Agreement and grant the security interests evidenced hereby. This Agreement and security interests created hereby are valid, legal, binding and enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent conveyance and other similar laws and to other limitations that do not materially impair the benefits intended hereby. The execution, delivery and performance hereof do not contravene or violate any law or the terms of any agreement or undertaking to which Grantor is a party or by which Grantor is bound.

(b) Grantor possess all right title and interest in and to the Intellectual Property Collateral, free and clear of any liens, encumbrances or adverse interests whatsoever, except as set forth in this Agreement. This Agreement creates in favor of Secured Party a valid first-priority security interest in the Intellectual Property collateral, enforceable against Grantor and all third parties and securing the payment of the Obligations;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral without the prior written consent of the Secured Party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks during the applicable fiscal quarter, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Intellectual Property Collateral;

(e) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Schedule 1 within thirty (30) days of the Effective Date; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on Schedule 1), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Intellectual Property Collateral including, without limitation, any UCC financing statement, the Copyright Security Agreement and the Patent and Trademark Security Agreement; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

4. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Intellectual Property Collateral and otherwise to carry out the intent and purposes of this Agreement.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Schedule 1, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code and otherwise to exercise any and all remedies available to a secured party thereunder and at law or in equity.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under

this Agreement:

(a) An Event of Default under any of the Notes; or

(b) Grantor breaches any representations, warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

6. Termination. Upon satisfaction in full of the Grantor's obligations under the Notes, Secured Party's rights under this Agreement shall immediately terminate (which termination shall be self-effecting without the need for any other action or any writing) and Secured Party shall execute and deliver to Grantor (and hereby authorizes Grantor to execute and deliver on behalf of Secured Party) any UCC-3 termination statements or similar documents and agreements which are necessary to terminate all of Secured Party's rights under this Agreement.

7. Miscellaneous.

(a) Amendments. This Agreement may be amended only by a written instrument signed by both parties, except for amendments permitted under Section 4 to be made by Secured Party alone.

(b) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Headings. The headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

(d) No Waiver; Cumulative Remedies. Secured Party shall not by any act (except by a signed written instrument), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights, remedies, powers or privileges provided by law.

(e) Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, or otherwise modified except by a written instrument executed by the Secured Party. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the respective successors and permitted assigns of Grantor and shall inure to the benefit of Secured Party and its successors and assigns; provided that Grantor shall not have any right to assign its rights hereunder.

(f) Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) except to the extent that the Uniform Commercial Code of the State of Delaware is applicable.

(g) Jurisdiction and Venue. Grantor hereby irrevocably agrees that any dispute arising out of this Agreement shall be brought only in the federal and state courts located in the City and County of San Francisco, California and hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum.

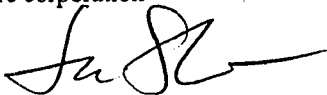
(h) Notices. All notices, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand; (ii) the next business day after being sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile (with confirmation of transmission) or e-mail if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page below.

(i) Signatures. This Agreement may be executed in multiple counterparts all of which shall be deemed to be one and the same instrument. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

<signature page follows>

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the Effective Date.

TELOMERE DIAGNOSTICS, INC.,
a Delaware corporation

By: 

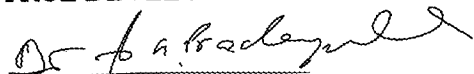
Name: Jason Shelton

Title: CEO

Address:

3603 Haven Ave
Suite A
Menlo Park, CA 94025

PRADEYROL DEVELOPPEMENT S.A.

By: 

Name: Christine Pradeyrol

Title: Gerant

Address:

4 Av Olier
75001
Paris France

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

MARK	GOODS/SERVICES	REG. NO	REG. DATE
TELOYEARS	Human DNA testing kits for laboratory and scientific purposes comprising a lancet, blood collecting test strip, blood collecting tube, adhesive bandages, antiseptic wipes, gauze, plastic bag, and mailing packaging, Cl. 9 Human DNA testing kits for medical purposes comprising a lancet, blood collecting test strip, blood collecting tube, adhesive bandages, antiseptic wipes, gauze, plastic bag, and mailing packaging, Cl. 10 Chemistry services, namely, chemistry-based testing services for scientific purposes, namely, testing in the field of molecular diagnostics; Genetic testing for scientific purposes; Providing scientific analysis and informational reports based upon results of laboratory testing in the field of DNA testing; scientific research in the field of DNA testing, Cl. 42 Chemistry services, namely, chemistry-based testing services for medical purposes, namely, molecular diagnostics testing services; DNA testing for medical purposes, l. 42	US: 5,389,485	1/30/18
TELOMERE DIAGNOSTICS	Chemistry services, namely, chemistry-based testing services for scientific purposes, namely, testing in the field of molecular diagnostics; genetic testing for scientific purposes, Cl. 9 Chemistry services, namely, chemistry-based testing services for medical purposes, namely, molecular genetics testing services; genetic testing for medical purposes, Cl. 44	US: 4,714,186	3/31/15
TELOTEST	Services of conducting chemical and genetic tests for medical purposes, Cl. 44	SWITZERLAND: 657355	4/11/14

COPYRIGHTS

None.

PATENTS

Patent #	Registration Date	Title
9944978	04/17/2018	MULTIPLEX QUANTITATIVE PCR

Application #	Application Date	Title
2912216	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
2014800298269	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
14800611.7	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
16108844.3	07/25/2016	MEASURES OF SHORT TELOMERE ABUNDANCE
2016-515077	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
MX/a/2015/015891	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
14/892395	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
2015372584	06/22/2015	MULTIPLEX QUANTITATIVE PCR
BR 112017014116-7	06/22/2015	MULTIPLEX QUANTITATIVE PCR

2971169	06/22/2015	MULTIPLEX QUANTITATIVE PCR
2015800739321	06/22/2015	MULTIPLEX QUANTITATIVE PCR
15875839.1	06/22/2015	MULTIPLEX QUANTITATIVE PCR
18101038.2	01/24/2018	MULTIPLEX QUANTITATIVE PCR
2017-534714	06/22/2015	MULTIPLEX QUANTITATIVE PCR
MX/a/2017/008553	06/22/2015	MULTIPLEX QUANTITATIVE PCR
PCT/US2015/036991	06/22/2015	MULTIPLEX QUANTITATIVE PCR
15/954441	04/16/2018	MULTIPLEX QUANTITATIVE PCR

DOMAIN NAMES:

www.teloyears.com
www.telomeredx.com

EXHIBIT A

GRANT OF SECURITY INTEREST COPYRIGHTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TELOMERE DIAGNOSTICS, INC., a Delaware corporation ("Grantor"), on this 1st day of February, 2018, assigns and grants to PRADEYROL DEVELOPPEMENT S.A. ("Secured Party"), a security interest in (i) all of the Grantor's right, title and interest in and to the copyrights, copyright registrations, copyright applications and copyright licenses (the "Copyrights") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (ii) all proceeds of the Copyrights, (iii) the goodwill of the businesses with which the Copyrights are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the obligations of the Grantor, as referenced in that certain Intellectual Property Security Agreement between the Grantor and Secured Party, dated as of February 1, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in counterparts.

<signature page follows>

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

TELOMERE DIAGNOSTICS, INC., as Grantor

By: 

Name: Jason Shelton

Title: CEO

SCHEDULE A

Copyrights

Copyright

Copyright Registration
Number

Issue Date

None

Copyright Applications

None

EXHIBIT B

Patent and Trademark Security Agreement

GRANT OF SECURITY INTEREST PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TELOMERE DIAGNOSTICS, INC., a Delaware corporation (“Grantor”), on this 1st day of February, 2018, assigns and grants to PRADEYROL DEVELOPPEMENT S.A. (“Secured Party”), a security interest in (i) all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, and trademark applications (the “Trademarks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor’s right, title and interest in and to the patents, and patent applications (the “Patents”) set forth on Schedule A attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all proceeds of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

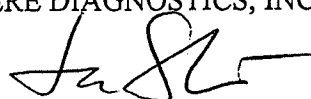
THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the obligations of the Grantor, as referenced in that certain Intellectual Property Security Agreement between the Grantor and Secured Party, dated as of February 1, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in counterparts.

<signature page follows>

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

TELOMERE DIAGNOSTICS, INC., as Grantor

By: 

Name: Jason Shelton

Title: CEO

SCHEDULE A

TRADEMARKS

MARK	GOODS/SERVICES	REG. NO	REG. DATE
TELOYEARS	Human DNA testing kits for laboratory and scientific purposes comprising a lancet, blood collecting test strip, blood collecting tube, adhesive bandages, antiseptic wipes, gauze, plastic bag, and mailing packaging, Cl. 9 Human DNA testing kits for medical purposes comprising a lancet, blood collecting test strip, blood collecting tube, adhesive bandages, antiseptic wipes, gauze, plastic bag, and mailing packaging, Cl. 10 Chemistry services, namely, chemistry-based testing services for scientific purposes, namely, testing in the field of molecular diagnostics; Genetic testing for scientific purposes; Providing scientific analysis and informational reports based upon results of laboratory testing in the field of DNA testing; scientific research in the field of DNA testing, Cl. 42 Chemistry services, namely, chemistry-based testing services for medical purposes, namely, molecular diagnostics testing services; DNA testing for medical purposes, l. 42	US: 5,389,485	1/30/18
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TELOTEST	Services of conducting chemical and genetic tests for medical purposes, Cl. 44	SWITZERLAND: 657355	4/11/14

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2014800298269	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
14800611.7	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
16108844.3	07/25/2016	MEASURES OF SHORT TELOMERE ABUNDANCE
2016-515077	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
MX/a/2015/015891	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
14/892395	05/22/2014	MEASURES OF SHORT TELOMERE ABUNDANCE
2015372584	06/22/2015	MULTIPLEX QUANTITATIVE PCR
BR 112017014116-7	06/22/2015	MULTIPLEX QUANTITATIVE PCR

2971169	06/22/2015	MULTIPLEX QUANTITATIVE PCR
2015800739321	06/22/2015	MULTIPLEX QUANTITATIVE PCR
15875839.1	06/22/2015	MULTIPLEX QUANTITATIVE PCR
18101038.2	01/24/2018	MULTIPLEX QUANTITATIVE PCR
2017-534714	06/22/2015	MULTIPLEX QUANTITATIVE PCR
MX/a/2017/008553	06/22/2015	MULTIPLEX QUANTITATIVE PCR
PCT/US2015/036991	06/22/2015	MULTIPLEX QUANTITATIVE PCR
15/954441	04/16/2018	MULTIPLEX QUANTITATIVE PCR
14/746,437	06/22/2015	MULTIPLEX QUANTITATIVE PCR