

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5738055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MDXHEALTH SA	09/23/2019
MDXHEALTH RESEARCH B.V.	09/23/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KREOS CAPITAL VI (UK) LIMITED
<b>Street Address:</b>	AMF BUILDING, 25 OLD BURLINGTON STREET
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	W1S 3AN
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9322065
<b>Patent Number:</b>	9050280
<b>Patent Number:</b>	10329625
<b>Application Number:</b>	14116545
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)693-2222
<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>	4156932000
<b>Email:</b>	crhem@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	101 CALIFORNIA STREET, 5TH FLOOR
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	336852-102
<b>NAME OF SUBMITTER:</b>	C. RHEM
<b>SIGNATURE:</b>	/CR/
<b>DATE SIGNED:</b>	09/25/2019
<b>Total Attachments: 5</b>	
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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of September 23, 2019 (“**Patent Security Agreement**”), is made by and among MDXHEALTH SA, a limited liability company by shares incorporated in Belgium (the “**Borrower**”), and the guarantors listed on the signature pages hereto (together with the Borrower, the “**Grantors**,” and each, a “**Grantor**”) in favor of KREOS CAPITAL VI (UK) LIMITED, a company incorporated in England and Wales, as the lender under the Loan Agreement referred to below (the “**Lender**”).

WHEREAS, the Borrower has entered into a Loan Agreement, dated as of the date hereof (the “**Loan Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender that certain Security Agreement, dated as of the date hereof (the “**Security Agreement**”), made by and between the Grantors and the Lender.

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**Patent Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

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

(c) 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

(d) 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, 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.** Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

3. **Loan Documents.** This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Patent Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such

rights and remedies.

4. Execution in Counterparts. This Patent 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 Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.


5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

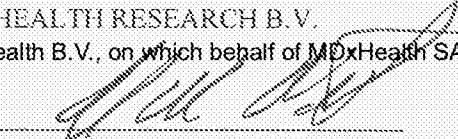
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MDXHEALTH SA

By:   
Name: MICHAEL MCBARRITY  
Title: CEO

MDXHEALTH RESEARCH B.V.  
MDxHealth B.V., on which behalf of MDxHealth SA

By:   
Name: MICHAEL MCBARRITY  
Title: CEO

AGREED TO AND ACCEPTED:

KREOS CAPITAL VI (UK) LIMITED

By: \_\_\_\_\_  
Name:  
Title:

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

MDXHEALTH SA

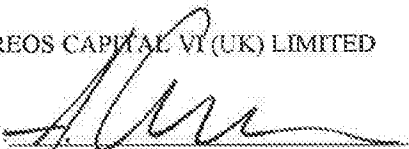
By: \_\_\_\_\_  
Name:  
Title:

MDXHEALTH RESEARCH B.V.

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

KREOS CAPITAL VI (UK) LIMITED

By:   
Name: ARIS CONSTANTINIDES  
Title: DIRECTOR

{Signature Page to Patent Security Agreement}

**SCHEDULE 1  
PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>
Methods for determining methylation of the TWIST1 gene for bladder cancer detection	United States	9,322,065	April 26, 2016	MDXHEALTH SA
Methylation detection of MGMT	United States	9,050,280	June 9, 2015	MDXHEALTH SA
Method for detecting DLX1 mRNA, HOXC6 mRNA, and KLK3 mRNA in a urine sample and predicting and treating clinically significant prostate cancer	United States	10,329,625	June 25, 2019	MDXHEALTH SA

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
Molecular Markers in Prostate Cancer	United States	14,116,545	November 8, 2013	MDXHEALTH RESEARCH B.V.