

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARIS MPI, INC.		01/18/2023	Corporation: TEXAS
CARIS SCIENCE, INC.		01/18/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	5551166	ADAPT	
Registration Number:	5561456	ADAPT BIOTARGETING	
Registration Number:	5893325	ADAPTAMERS	
Registration Number:	5940472	ADAPTAMERS	
Registration Number:	5596007	C.O.D.E.	
Registration Number:	5133060	CARIS	
Serial Number:	97194534	CARIS	
Serial Number:	97148655	CARIS ASSURE	
Serial Number:	97670210	CARIS DISCOVERY	
Registration Number:	3967291	CARIS LIFE SCIENCES	
Serial Number:	97194537	CARIS LIFE SCIENCES	
Registration Number:	3951903	CARIS LIFE SCIENCES	
Registration Number:	3948808	CARIS LIFE SCIENCES	
Serial Number:	88763981	CARIS THERAPEUTICS	
Serial Number:	97482922	CARIS+	
Serial Number:	97071822	CODEAI	
Registration Number:	6889611	FOLFIRSTAI	
Registration Number:	6088711	JIT	

CH \$865.00 5551166

Property Type	Number	Word Mark
Registration Number:	6088710	JUST-IN-TIME
Registration Number:	3945790	
Serial Number:	97354449	MI CANCER SEEK
Serial Number:	97669836	MI CDX
Serial Number:	88330492	MI EXOME
Registration Number:	6569386	MI FOLFOXAI
Registration Number:	6218286	MI GPS
Registration Number:	6417135	MI PROFILE
Serial Number:	88277158	MI TRANSCRIPTOME
Registration Number:	6566785	MI TUMOR SEEK
Registration Number:	4593363	MOLECULAR INTELLIGENCE
Serial Number:	97353994	NANOVERSE
Registration Number:	6240213	NEXT GENERATION PROFILING
Registration Number:	6839716	NGP
Serial Number:	97058603	RIGHT-IN-TIME
Registration Number:	6088712	TRIALPLUS+

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.

Email: akwon@cov.com

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITY CENTER, 850 TENTH ST NW

Address Line 2: ATTN: PATENT DOCKET

Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER: 34550.00103

NAME OF SUBMITTER: Ashley M. Kwon

SIGNATURE: /Ashley M. Kwon/

DATE SIGNED: 01/18/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 18, 2023 (this “Agreement”), is made by CARIS MPI, INC., a Texas corporation, CARIS SCIENCE, INC., a Texas corporation, and CARIS THERAPEUTICS, INC., a Texas corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (together with its Affiliates, successors, transferees and assignees, the “Administrative Agent”), as Administrative Agent for the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of January 18, 2023 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Caris Life Sciences, Inc., a Texas corporation (the “Borrower”), the Lenders (as defined therein) and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors and their Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of January 18, 2023 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (b) of Section 4.5 of the Security Agreement, the Grantors are required to execute and deliver this Security Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the Trademark registrations and applications referred to in Schedule I attached hereto, excluding Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent to use” such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.) (the “Trademark Collateral”).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. The security interests granted herein in such Trademark Collateral shall terminate and be released in accordance with Section 7.5 of the Security Agreement.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.


SECTION 7. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by each Grantor shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Security Agreement by email (e.g., "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

CARIS SCIENCE, INC.
CARIS MPI, INC.
CARIS THERAPEUTICS, INC.
each, as a Grantor

By:


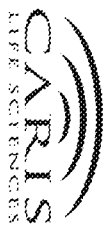



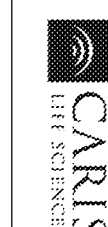

Name: Luke Power
Title: Corporate Vice President, Interim
Chief Financial Officer & Treasurer

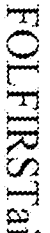

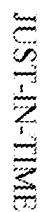




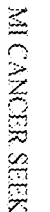
[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Owner Name	Image
ADAPT	United States of America	86/699,767	21-Jul-2015	23-Jan-2018	5,551,166	28-Aug-2018	Registered	Carris Science, Inc.	ADAPT
ADAPT BIOTARGETING	United States of America	86/840,129	04-Dec-2015	28-Nov-2017	5,561,456	11-Sep-2018	Registered	Carris Science, Inc.	ADAPT BIOTARGETING
ADAPTAMERS	United States of America	86/840,057	04-Dec-2015		5,893,325	22-Oct-2019	Registered	Carris Science, Inc.	ADAPTAMERS
ADAPTAMERS	United States of America	88/569,241	07-Aug-2019		5,940,472	17-Dec-2019	Registered	Carris Science, Inc.	ADAPTAMERS
CODE	United States of America	86/699,760	21-Jul-2015	05-Jul-2016	5,596,007	30-Oct-2018	Registered	Carris MPI, Inc.	CODE
CARIS	European Union (Community)	8883019	15-Feb-2010		8883019	10-Aug-2010	Registered	Carris Science, Inc.	
CARIS	United Kingdom	UK00908883019	15-Feb-2010		UK00908883019	10-Aug-2010	Registered	Carris Science, Inc.	
CARIS	United States of America	87/079,140	21-Jun-2016	15-Nov-2016	5,133,060	31-Jan-2017	Registered	Carris Science, Inc.	CARIS
CARIS	United States of America	97/194,534	29-Dec-2021				Pending	Carris Science, Inc.	CARIS
CARIS	Int'l Registration - Madrid Protocol Only	A0118105	11-Jan-2022		1675798	11-Jan-2022	Registered	Carris Science, Inc.	

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Owner Name	Image
CARIS	Japan	A0118105	11-Jan-2022				Pending	Caris Science, Inc.	
CARIS	Switzerland	1675798	09-Nov-2022				Pending	Caris Science, Inc.	
CARIS ASSURE	United States of America	97/148,655	30-Nov-2021				Pending	Caris MPI, Inc.	CARIS ASSURE
CARIS DISCOVERY	United States of America	97/670,210	09-Nov-2022				Pending	Caris Therapeutics, Inc.	CARIS DISCOVERY
CARIS LIFE SCIENCES	European Union (Community)	8898306	21-Feb-2010		8898306	10-Aug-2010	Registered	Caris Science, Inc.	CARIS LIFE SCIENCES
CARIS LIFE SCIENCES	Switzerland	52067/2010	02-Mar-2010		603305	29-Jul-2010	Registered	Caris Science, Inc.	CARIS LIFE SCIENCES
CARIS LIFE SCIENCES	United Kingdom	UK00908898306	21-Feb-2010		UK00908898306	10-Aug-2010	Registered	Caris Science, Inc.	CARIS LIFE SCIENCES
CARIS LIFE SCIENCES	United States of America	77/931,810	09-Feb-2010	14-Sep-2010	3,967,291	24-May-2011	Registered	Caris Science, Inc.	CARIS LIFE SCIENCES
CARIS LIFE SCIENCES	United States of America	97/194,537	29-Dec-2021				Pending	Caris Science, Inc.	CARIS LIFE SCIENCES
CARIS LIFE SCIENCES	Int'l Registration - Madrid Protocol Only	A0118106	11-Jan-2022		1676999	11-Jan-2022	Registered	Caris Science, Inc.	
CARIS LIFE SCIENCES	Japan	A0118106	11-Jan-2022				Pending	Caris Science, Inc.	

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Owner Name	Image
CARIS LIFE SCIENCES AND DESIGN	European Union (Community)	9214818	30-Jun-2010		9214818	13-Dec-2010	Registered	Caris Science, Inc.	
CARIS LIFE SCIENCES AND DESIGN	United Kingdom	UK00909214818	30-Jun-2010		UK00909214818	13-Dec-2010	Registered	Caris Science, Inc.	
CARIS LIFE SCIENCES AND DESIGN	United States of America	77/902,927	30-Dec-2009	13-Jul-2010	3,951,903	26-Apr-2011	Registered	Caris Science, Inc.	
CARIS LIFE SCIENCES AND DESIGN (HORIZONTAL)	European Union (Community)	9214801	30-Jun-2010		9214801	13-Dec-2010	Registered	Caris Science, Inc.	
CARIS LIFE SCIENCES AND DESIGN (HORIZONTAL)	United Kingdom	UK00909214801	30-Jun-2010		UK00909214801	13-Dec-2010	Registered	Caris Science, Inc.	
CARIS LIFE SCIENCES AND DESIGN (HORIZONTAL)	United States of America	77/902,943	30-Dec-2009	13-Jul-2010	3,948,808	19-Apr-2011	Registered	Caris Science, Inc.	
CARIS THERAPEUTICS	United States of America	88/763,981	17-Jan-2020	26-May-2020			Allowed	Caris Science, Inc.	CARIS THERAPEUTICS
CARIS+	United States of America	97/482,922	30-Jun-2022				Pending	Caris Science, Inc.	CARIS+
CODEAI	United States of America	97/071,822	13-Oct-2021				Pending	Caris MPL, Inc.	CODEAI

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Owner Name	Image
FOLFIRSTai	United States of America	97/141,155	24-Nov-2021	16-Aug-2022	6,889,611	01-Nov-2022	Registered	Carris MPI, Inc.	
JIT	United States of America	88/483,533	21-Jun-2019	14-Apr-2020	6,088,711	30-Jun-2020	Registered	Carris MPI, Inc.	
JUST-IN-TIME	United States of America	88/483,526	21-Jun-2019	14-Apr-2020	6,088,710	30-Jun-2020	Registered	Carris MPI, Inc.	
LOGO (3 ARCHED LINES)	European Union (Community)	9224726	05-Jul-2010		9224726	28-Oct-2012	Registered	Carris Science, Inc.	
LOGO (3 ARCHED LINES)	Switzerland	608178	05-Aug-2010		608178	19-Nov-2010	Registered	Carris Science, Inc.	
LOGO (3 ARCHED LINES)	United Kingdom	UK00909224726	05-Jul-2010		UK00909224726	28-Oct-2012	Registered	Carris Science, Inc.	
LOGO (3 ARCHED LINES)	United States of America	77/931,817	09-Feb-2010	14-Sep-2010	3,945,790	12-Apr-2011	Registered	Carris Science, Inc.	
MI CANCER SEEK	United States of America	97/354,449	08-Apr-2022	30-Aug-2022			Allowed	Carris MPI, Inc.	
MI CANCER SEEK	European Union (Community)	A0129262	04-Nov-2022				Pending	Carris MPI, Inc.	
MI CANCER SEEK	Int'l Registration - Madrid Protocol Only	A0129262	04-Nov-2022				Pending	Carris MPI, Inc.	
MI CANCER SEEK	Japan	A0129262	04-Nov-2022				Pending	Carris MPI, Inc.	
MI CANCER SEEK	Switzerland	A0129262	04-Nov-2022				Pending	Carris MPI, Inc.	

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Owner Name	Image
MI CANCER SEEK	United Kingdom	A0129262	04-Nov-2022				Pending	Carris MPI, Inc.	
MI CDX	United States of America	97/669,836	09-Nov-2022				Pending	Carris MPI, Inc.	MI CDX
MI EXOME	United States of America	88/330,492	07-Mar-2019	31-Dec-2019			Allowed	Carris MPI, Inc.	MI EXOME
MI FOLFOXai	United States of America	90/588,263	18-Mar-2021	07-Sep-2021	6,569,386	23-Nov-2021	Registered	Carris MPI, Inc.	MI FOLFOXai
MI GPS	United States of America	88/735,128	20-Dec-2019	14-Jul-2020	6,218,286	08-Dec-2020	Registered	Carris MPI, Inc.	MI GPS
MI PROFILE	United States of America	90/265,546	20-Oct-2020	27-Apr-2021	6,417,135	13-Jul-2021	Registered	Carris MPI, Inc.	MI PROFILE
MI TRANSCRIPTOME	United States of America	88/277,158	25-Jan-2019	19-Nov-2019			Allowed	Carris MPI, Inc.	MI TRANSCRIPTOME
MI TUMOR SEEK	United States of America	90/426,222	29-Dec-2020	07-Sep-2021	6,566,785	23-Nov-2021	Registered	Carris MPI, Inc.	MI TUMOR SEEK
MOLECULAR INTELLIGENCE	European Union (Community)	11464914	03-Jan-2013		11464914	19-Jun-2013	Registered	Carris MPI, Inc.	
MOLECULAR INTELLIGENCE	United Kingdom	UK00911464914	03-Jan-2013		UK00911464914	19-Jun-2013	Registered	Carris MPI, Inc.	
MOLECULAR INTELLIGENCE	United States of America	85/648,491	11-Jun-2012	14-May-2013	4,593,363	26-Aug-2014	Registered	Carris MPI, Inc.	MOLECULAR INTELLIGENCE
NANOVERSE	United States of America	97/353,994	08-Apr-2022	16-Aug-2022			Allowed	Carris MPI, Inc.	NANOVERSE
NANOVERSE	European Union (Community)	A0129261	04-Nov-2022				Pending	Carris MPI, Inc.	

Trademark	Country	Application No.	Filing Date	Publication Date	Registration No.	Registration Date	Status	Owner Name	Image
NANOVERSE	Intl Registration - Madrid Protocol Only	A0129261	04-Nov- 2022				Pending	Carris MPI, Inc.	
NANOVERSE	Japan	A0129261	04-Nov- 2022				Pending	Carris MPI, Inc.	
NANOVERSE	Switzerland	A0129261	04-Nov- 2022				Pending	Carris MPI, Inc.	
NANOVERSE	United Kingdom	A0129261	04-Nov- 2022				Pending	Carris MPI, Inc.	
NEXT GENERATION PROFILING	United States of America	88/099,836	30-Aug- 2018	11-Feb-2020	6,240,213	05-Jan-2021	Registered	Carris MPI, Inc.	NEXT GENERATION PROFILING
NGP	United States of America	88/254,253	08-Jan- 2019	19-Nov-2019	6,839,716	06-Sep-2022	Registered	Carris MPI, Inc.	NGP
RIGHT-IN-TIME	United States of America	97/058,603	04-Oct- 2021				Pending	Carris MPI, Inc.	RIGHT-IN-TIME
TRIALPLUS+	United States of America	88/483,534	21-Jun- 2019	14-Apr-2020	6,088,712	30-Jun-2020	Registered	Carris MPI, Inc.	TRIALPLUS+