# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM822805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MYRIAD GENETICS, INC.		06/30/2023	Corporation: DELAWARE
MYRIAD WOMEN'S HEALTH, INC.		06/30/2023	Corporation: DELAWARE
GATEWAY GENOMICS, LLC		06/30/2023	Limited Liability Company: DELAWARE
ASSUREX HEALTH, INC.		06/30/2023	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	4 CHASE METROTECH CENTER
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark			
Registration Number:	4639345	ASSUREX			
Registration Number:	2209514	BRACANALYSIS			
Registration Number:	4832846	BRACANALYSIS CDX			
Registration Number:	5135495	CHANGING LIVES THROUGH GENETIC INSIGHT			
Registration Number:	2602350	COLARIS			
Registration Number:	2818115	COLARIS AP			
Registration Number:	5232053	COUNSYL			
Registration Number:	5000031	CPGX			
Registration Number:	5611618	DNA & DONUTS			
Registration Number:	5558369	FORESIGHT			
Registration Number:	4332579	GENESIGHT			
Registration Number:	4742168				
Registration Number:	6981371	HEALTH. ILLUMINATED.			
Registration Number:	4890008	M-CO			
Registration Number:	4909150	MYCHOICE			
		TDADEMADY			

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**REEL: 008136 FRAME: 0370** 

Property Type	Number	Word Mark			
Registration Number:	1920379	MYRIAD			
Registration Number:	6919741	MYRIAD GENETICS			
Registration Number:	4960566	MYRIAD MYCHOICE			
Registration Number:	4860135	MYRIAD MYRISK			
Registration Number:	4658522	MYRIADPRO			
Registration Number:	6939366	MYRISK			
Registration Number:	4323671	MYSUPPORT360			
Registration Number:	4744265	MYVISION			
Registration Number:	4486168	PHENO			
Registration Number:	5174212	PRECISION MEDICINE FOR PERSONAL WELLNESS			
Registration Number:	6403958	PREQUEL			
Registration Number:	3909371	PROLARIS			
Registration Number:	5371453	RISKSCORE			
Registration Number:	4827955	SNEAKPEEK			
Registration Number:	6363350	SNEAKPEEK EARLY GENDER DNA TEST			
Registration Number:	6659653	SNEAKPEEK SNAP			
Registration Number:	6364393	SNEAKPEEK TRAITS			
Registration Number:	1906102				
Registration Number:	5135494				
Serial Number:	90522805	AMPLIFY			
Serial Number:	97217881	FIRSTGENE			
Serial Number:	97720320	FIRSTGENE			
Serial Number:	97682394	MYGENEHISTORY			
Serial Number:	90660096	MYRIAD GENETICS			
Serial Number:	90696908	PRECISE			
Serial Number:	90522813	PREQUEL WITH AMPLIFY			
Serial Number:	97655950	UROSUITE			

# **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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:** 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2454

NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	07/07/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT dated as of June 30, 2023 (this "<u>Agreement</u>"), between MYRIAD GENETICS, INC., MYRIAD WOMEN'S HEALTH, INC., GATEWAY GENOMICS, LLC, and ASSUREX HEALTH, INC. (the "<u>Grantors</u>") and JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Secured Parties (the "Administrative Agent").

Reference is made to (a) that certain Credit Agreement dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MYRIAD GENETICS, INC., a Delaware corporation (the "Borrower"), the other Loan Parties party thereto, the Lenders and Issuing Banks from time to time party thereto and the Administrative Agent, and (b) that certain Pledge and Security Agreement dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in <u>Section 1.03</u> of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment or performance of the Secured Obligations, each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the portion of the Collateral constituting United States Trademarks (including those Trademark registrations and applications listed on Schedule I hereto), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the "Trademark Collateral"); provided, however, that the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and shall terminate in accordance with Section 8.14 thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. <u>CHOICE OF LAW</u>. THIS AGREEMENT A SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MYRIAD GENETICS, INC.

Name: Title:

Chief Financial Officer

MYRIAD WOMEN'S HEALTH, INC.

By:

Name: Title:

Chief Financial Officer

ASSUREX HEALTH, INC.

By:

Name: Title:

R. Bryan Riggsbee Chief Financial Officer

GATEWAY GENOMICS, LLC

By:

Name: Title:

Chief Financial Officer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:

Name: Melanie Her Title: Vice President

SCHEDULE I

Trademark Registrations and Applications

Title	Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
ASSUREX	85/928,926	5/10/2013	4,639,345	11/18/2014	Assurex Health, Inc.
BRACANALYSIS	75/172,876	9/27/1996	2,209,514	12/8/1998	Myriad Genetics, Inc.
BRACANALYSIS CDX	86/278,932	5/12/2014	4,832,846	10/13/2015	Myriad Genetics, Inc.
CHANGING LIVES THROUGH GENETIC INSIGHT	86/839,257	12/4/2015	5,135,495	2/7/2017	Assurex Health, Inc.
COLARIS	76/128,845	9/14/2000	2,602,350	7/30/2002	Myriad Genetics, Inc.
COLARIS AP	76/408,353	5/15/2002	2,818,115	2/24/2004	Myriad Genetics, Inc.
COUNSYL	87/236,426	11/14/2016	5,232,053	6/27/2017	Myriad Women's Health, Inc.
CPGX	86/730,912	8/20/2015	5,000,031	7/12/2016	Assurex Health, Inc.
DNA & DONUTS	87/871,451	4/10/2018	5,611,618	11/20/2018	Gateway Genomics, LLC
FORESIGHT	87/330,185	2/9/2017	5,558,369	9/11/2018	Myriad Women's Health, Inc.
GENESIGHT	85/460,254	10/31/2011	4,332,579	5/7/2013	Assurex Health, Inc.
GENESIGHT COLOR LOGO	86/275,609	5/8/2014	4,742,168	5/26/2015	Assurex Health, Inc.
HEALTH. ILLUMINATED.	90/602,703	3/25/2021	6,981,371	2/14/2023	Myriad Genetics, Inc.
M-CO	86/152,794	12/26/2013	4,890,008	1/19/2016	Myriad Genetics, Inc.
MYCHOICE	85/924,750	5/6/2013	4,909,150	3/1/2016	Myriad Genetics, Inc.
MYRIAD	74/476,513	1/4/1994	1,920,379	9/19/1995	Myriad Genetics, Inc.
MYRIAD GENETICS (Non-Stacked)	90/978,386	4/21/2021	6,919,741	12/6/2022	Myriad Genetics, Inc.
MYRIAD MYCHOICE	85/924,749	5/6/2013	4,960,566	5/17/2016	Myriad Genetics, Inc.
MYRIAD MYRISK	85/924,742	5/6/2013	4,860,135	11/24/2015	Myriad Genetics, Inc.
MYRIADPRO	86/116,473	11/12/2013	4,658,522	12/23/2014	Myriad Genetics, Inc.

Title	Serial No.	Filing Date	Reg. No.	Reg. Date	Record
					Owner
MYRISK	97/028,783	9/15/2021	6,939,366	1/3/2023	Myriad
					Genetics, Inc.
MYSUPPORT360	85/703,382	8/14/2012	4,323,671	4/23/2013	Myriad
					Genetics, Inc.
MYVISION	86/009,082	7/12/2013	4,744,265	5/26/2015	Myriad
(DESIGN)					Genetics, Inc.
PHENO	85/785,621	11/21/2012	4,486,168	2/18/2014	Myriad
					Genetics, Inc.
PRECISION	86/839,247	12/4/2015	5,174,212	4/4/2017	Assurex
MEDICINE FOR					Health, Inc.
PERSONAL					
WELLNESS		11/12/2010		(100/0001	25.1.4
PREQUEL	88/190,978	11/12/2018	6,403,958	6/29/2021	Myriad
		- (- ) (- ) (- )		111012011	Genetics, Inc.
PROLARIS	78/825,099	2/28/2006	3,909,371	1/18/2011	Myriad
DIGILAGODE	0.7/2.74.02.0	12/15/2015		1.12.12.01.0	Genetics, Inc.
RISKSCORE	87/271,930	12/16/2016	5,371,453	1/2/2018	Myriad
					Genetics, Inc.
SNEAKPEEK	86/237,720	3/31/2014	4,827,955	10/6/2015	Gateway
					Genomics,
CO TE LA VIDERA	00/102 00=	0.11.0.12.02.0	( 0 ( 0 0 7 0	7 (2 7 (2 0 2 1	LLC
SNEAKPEEK	90/192,687	9/18/2020	6,363,350	5/25/2021	Gateway
EARLY GENDER					Genomics LLC
DNA TEST	00/502 254			2 (1 (2 0 2 2	
SNEAKPEEK SNAP	90/793,371	6/24/2021	6,659,653	3/1/2022	Gateway
C) IE A LOPEELL	00/25/062	10/22/2020	6.0.64.000	7 /2 7 /2 0 2 1	Genomics LLC
SNEAKPEEK	90/274,962	10/23/2020	6,364,393	5/25/2021	Gateway
TRAITS	54/45< 100	1/4/1004	1.006.100	7/10/1005	Genomics LLC
STYLIZED HELIX	74/476,182	1/4/1994	1,906,102	7/18/1995	Myriad
LOGO	0 < /0.20 2.20	10/4/2015	7 10 7 10 1	0/5/0015	Genetics, Inc.
X Design	86/839,230	12/4/2015	5,135,494	2/7/2017	Assurex
AMBUTEN	00/222 002	2/10/2021			Health, Inc.
AMPLIFY	90/522,805	2/10/2021			Myriad
FIRSTOF	07/017 0011	1/12/2022			Genetics, Inc.
FIRSTGENE	97/217,8811	1/13/2022			Myriad
FIDOTOENE	07/720 2202	10/16/2022			Genetics, Inc.
FIRSTGENE	97/720,3202	12/16/2022			Myriad
MACCENIELICEODY	07/692 204	11/17/2022			Genetics, Inc.
MYGENEHISTORY	97/682,394	11/17/2022			Myriad
MADIAD CENTERICS	00/660 0063	4/01/0001			Genetics, Inc.
MYRIAD GENETICS	90/660,0963	4/21/2021			Myriad
(Stacked)					Genetics, Inc.

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<sup>&</sup>lt;sup>1</sup> This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

<sup>&</sup>lt;sup>2</sup> This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

<sup>&</sup>lt;sup>3</sup> This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of

Title	Serial No.	Filing Date	Reg. No.	Reg. Date	Record Owner
PRECISE	90/696,9084	5/7/2021			Myriad
					Genetics, Inc.
PREQUEL WITH	90/522,813	2/10/2021			Myriad
AMPLIFY					Genetics, Inc.
UROSUITE	97/655,950 <sup>5</sup>	10/31/2022			Myriad
					Genetics, Inc.

use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office. Statement of Use filed with USPTO on June 27,2023.

**RECORDED: 07/07/2023** 

<sup>&</sup>lt;sup>4</sup> This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

<sup>&</sup>lt;sup>5</sup> This is an intent-to-use trademark application and is not included in the Trademark Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.