

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDTEST HOLDINGS, INC.		05/29/2015	CORPORATION: DELAWARE
MEDTEST DX, INC.		05/29/2015	CORPORATION: DELAWARE
POINTE SCIENTIFIC, INC.		05/29/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	c/o MidCap Financial Services, LLC, as servicer		
Internal Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3185944	POINTE SCIENTIFIC, INC.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	186687-0037		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	05/29/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 29th day of May, 2015 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, in its capacity as administrative agent for itself and for the “Lenders” party to the Credit Agreement referred to below and as defined therein (in such capacity, “Agent”), **MEDTEST HOLDINGS, INC.**, a Delaware corporation (“Parent”), **MEDTEST DX, INC.**, a Delaware corporation (“MedTest DX”), and **POINTE SCIENTIFIC, INC.**, a Michigan corporation (“Pointe Scientific” and together with Parent and MedTest DX, individually, a “Grantor” and collectively, “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantors and/or certain of their Affiliates and/or Subsidiaries (collectively, “Borrowers”) in the amounts and manner set forth in that certain Credit and Security Agreement by and among, Agent, Lenders and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantors shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is defined below) to secure the obligations of Borrowers under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including, without limitation, such Grantor’s Copyrights, Trademarks, and Patents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “Copyrights”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “Patents”);

(c) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such

Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(d) Any and all claims for damages by way of past, present and future infringements 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;

(e) All licenses or other rights now or hereafter granted by such Grantor to any Person to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, and Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The security interest that is granted herein by each Grantor in such Grantor’s Intellectual Property Collateral is granted to confirm and further evidence the security interest granted by such Grantor to Agent, for the ratable benefit of the Lenders, in such Grantor’s Intellectual Property Collateral under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby in each Grantor’s Intellectual Property Collateral are set forth in Article 10 of the Credit Agreement, and additionally include those rights and remedies that are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Agent of any or all such other rights, powers or remedies.


[signatures follow]

IN WITNESS WHEREOF, intending to be legally bound, and intending that this Intellectual Property Security Agreement constitute an agreement executed under seal, each of the parties have caused this Intellectual Property Security Agreement to be duly executed under seal by its officers thereunto duly authorized to be as of the first date written above.

GRANTORS:

Address of Grantors:
c/o MedTest Holdings, Inc.
5449 Research Drive
Canton, Michigan 48188

MEDTEST HOLDINGS, INC., a Delaware corporation

By: 
Name: Timothy Allen
Title: Chief Financial Officer

MEDTEST DX, INC., a Delaware corporation

By: 
Name: Timothy Allen
Title: Chief Financial Officer

POINTE SCIENTIFIC, INC., a Michigan corporation

By: 
Name: Timothy Allen
Title: Chief Financial Officer

[signatures continue on next page]

[Signature Page to Intellectual Property Security Agreement]

AGENT:

Address of Agent:
c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management -- MedTest
Transaction

MIDCAP FINANCIAL TRUST, a Delaware
statutory trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

Description

Registration/
Application Number

Registration/
Application
Date

NONE.

EXHIBIT B

Patents

Description

Registration/
Application Number

Registration/
Application
Date

NONE.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Pointe Scientific, Inc.	3185944	December 19, 2006