

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		07/01/2011	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	PROMETHEUS LABORATORIES INC.
Street Address:	9410 CARROLL PARK DRIVE
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2121190	PROMETHEUS
Registration Number:	2372151	PRO-PREDICTRX
Registration Number:	2389196	PRO-PREDICTRX TPMT
Registration Number:	2321695	P P
Registration Number:	2825361	PP
Registration Number:	0732654	IMURAN
Registration Number:	0773095	ZYLOPRIM
Registration Number:	1090154	TRANDATE
Registration Number:	1421681	
Registration Number:	2823218	RIDAURA
Registration Number:	1382960	RIDAURA
Registration Number:	2049745	HELIDAC
Registration Number:	2887629	PRO-GENOLOGIX
Registration Number:	2887630	PRO-GENOLOGIX
Registration Number:	2901792	PROMETHEUS
Registration Number:	2910143	FIBROSPECT
Registration Number:	3101234	CELIAGENE
Registration Number:	3114641	CELIAPLUS

OP \$940.00 2121190

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3114642	LACTOTYPE
Registration Number:	3370303	FOR THE PERSON IN EVERY PATIENT
Registration Number:	3395897	
Registration Number:	3338711	PRACTICE TO PRACTICE
Registration Number:	3587887	
Registration Number:	2238126	LOTRONEX
Registration Number:	3216889	COLAL-PRED
Registration Number:	2901032	COLALPRED
Registration Number:	2516171	COLAL
Serial Number:	77525225	FROM INFORMATION TO INSIGHT
Serial Number:	77693740	MYCELIACID
Serial Number:	77712467	MYCELIACID
Serial Number:	77724628	
Serial Number:	77739339	PROONC SQUAMOUSDx
Serial Number:	77739346	PROONC MESOTHELIOMADx
Serial Number:	77739359	PROONC TUMORSOURCEDx
Serial Number:	77739368	PROONC
Serial Number:	77739379	TUMORSOURCE
Serial Number:	77760154	IBD FIRST STEP

CORRESPONDENCE DATA

Fax Number: 7147558290

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: ipdocket@lw.com

Correspondent Name: Latham & Watkins, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

Address Line 2: (030256-0077)

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: (030256-0077)

NAME OF SUBMITTER: Adam Kummins

SIGNATURE: /Adam Kummins/

DATE SIGNED: 12/29/2015

Total Attachments: 5

source=payoff letter#page1.tif

source=payoff letter#page2.tif

source=payoff letter#page3.tif

source=payoff letter#page4.tif

source=wire confirmation#page1.tif

July 1, 2011

Prometheus Laboratories Inc.
9410 Carroll Park Drive
San Diego, California 92121

Re: Credit Agreement dated as of December 21, 2009 (as amended, modified or supplemented from time to time, the "Credit Agreement") among Prometheus Laboratories Inc., a California corporation (the "Borrower"), the Guarantors, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer and Suntrust Bank, as Syndication Agent. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Credit Agreement.

Ladies and Gentlemen:

The Borrower has advised the Administrative Agent that the Borrower intends to repay in full all indebtedness (including principal and accrued and unpaid interest), and other Obligations of the Loan Parties under the Credit Agreement and the other Loan Documents. The Borrower and the Administrative Agent (on behalf of the Lenders) acknowledge and agree that, upon receipt by the Administrative Agent of (i) an original or facsimile transmission of this letter (the "Payoff Letter"), countersigned by the Borrower and (ii) the Payoff Amount (as defined below) in immediately available funds from or on behalf of the Borrower, all of the Obligations under the Loan Documents shall have been paid in full, except as described in paragraphs 1(b) and 4 below. Each of the conditions precedent identified in clauses (i) and (ii) above may be referred to herein collectively as the "Payoff Conditions".

1. The aggregate amount of Obligations owing by the Loan Parties under the Loan Documents (collectively, the "Payoff Amount") is as follows:

(a) If payment in full of the Obligations under the Loan Documents is received by the Administrative Agent prior to 2:00 p.m. Pacific time on July 1, 2011:

Principal amount of Term Loan	\$148,442,307.69
Accrued interest on Term Loan	\$25,418.19
Commitment Fees	\$694.43
Legal fees and expenses	\$2,500.00
Payoff Amount	<u>\$148,470,920.31</u>

(b) The calculation of the Payoff Amount does not include any breakage fees with respect to Eurodollar Rate Loans. Following the payment of the Payoff Amount, the Borrower will remain obligated to pay to the Administrative Agent, for distribution to the Lenders, as appropriate, all applicable breakage fees pursuant to the provisions of the Credit Agreement. The Borrower shall promptly pay such breakage fees to the Administrative Agent upon receipt of notice(s) from the Administrative Agent specifying the amount thereof.

(c) If the Payoff Amount is not received by the Administrative Agent prior to 2:00 p.m. Pacific time July 1, 2011, the amount of the Obligations under the Loan Documents not paid in full will be recalculated by the Administrative Agent to include a per diem of \$26,112.64 and such recalculated amount shall constitute Obligations hereunder.

CHAR20112581v5

SD\793563.2

2. The Payoff Amount shall be paid by wire transfers of immediately available funds as set forth on Schedule A attached hereto.

3. Upon the Borrower's acceptance of this Payoff Letter as evidenced by its countersignature hereto, all of the Administrative Agent's, the L/C Issuer's, the Swing Line Lender's and the Lenders' commitments to extend further credit to the Borrower and any other Loan Party under the Loan Documents shall terminate.

4. Upon satisfaction of each of the Payoff Conditions:

(a) each of the Loan Documents shall automatically terminate and be of no further force or effect, other than as set forth in paragraphs 1(b) and 4(c) hereof;

(b) all liens and security interests securing the Obligations under the Loan Documents shall automatically terminate;

(c) the Loan Parties shall automatically be released and discharged from the obligations, claims and demands under the Loan Documents, except for obligations and liabilities for fees and expenses and indemnification obligations and liabilities owing to the Administrative Agent, the L/C Issuer, the Swing Line Lender or any Lender that pursuant to the express terms of the Loan Documents survive payment of the Payoff Amount and/or termination of the Loan Documents;

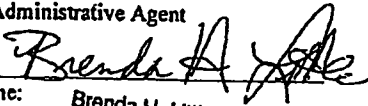
(d) the Borrower shall be authorized to file such Uniform Commercial Code termination statements and release documents with the appropriate filing offices, in each case, as are reasonably necessary to release the Administrative Agent's security interests with respect to the collateral described in the Loan Documents; provided, however, that any and all such Uniform Commercial Code termination statements shall be prepared and recorded at the Borrower's expense; and

(e) the Administrative Agent shall cause to be delivered to the Borrower (i) any stock certificates, undated stock powers, intercompany promissory notes and undated allonges delivered to the Administrative Agent by the Loan Parties under the Loan Documents and (ii) such other release documents, if any, reasonably requested by the Borrower to evidence the termination and release of the liens and security interests securing the Obligations and the Loan Documents; provided, however, that any and all such terminations and releases shall be prepared and recorded at the Borrower's expense.

5. This Payoff Letter (a) shall be governed by, and construed in accordance with, the law of the State of New York, (b) may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument, (c) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (d) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

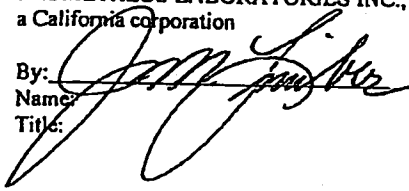
Very truly yours,

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Brenda H. Little
Title: Vice President

ACKNOWLEDGED AND AGREED:

PROMETHEUS LABORATORIES INC.,
a California corporation

By: 
Name:
Title:

PROMETHEUS LABORATORIES INC.
PAYOFF LETTER

Schedule A

Wire Transfer Information

The Payoff Amount shall be paid in full as set forth below:

1. \$148,468,420.31 of the Payoff Amount shall be paid in immediately available funds to the Administrative Agent, for the benefit of the Lenders, as follows:

Bank of America, N.A.
New York, NY
Account Name: Corporate FTA
ABA #: 0260009593
Account #: 3750836479
Attention: Petra Rubio
Please reference: Prometheus Laboratories Inc.

2. \$2,500.00 of the Payoff Amount shall be paid in immediately available funds to Moore & Van Allen, PLLC, as counsel to the Administrative Agent, as follows:

Moore & Van Allen, PLLC
Account Name: Moore & Van Allen PLLC - Trust Account
Bank: Bank of America, Charlotte, NC
Account #: 000656287701
ABA #: 026009593 or Swift Code if coming internationally BOFAUS3N
Please reference: Thomas L. Mitchell; 017625.4541



Account Statement Details Report

Bank Name	CITIBANK	
Customer Number / Name	2538531	NESTLE CAPITAL CORPORATION
Branch Number / Name	930	NEW YORK CITIBANK - CORPORATE
Account Number / Name	322	NESTLE CAPITAL CORP*
Account Currency / Type	USD	
Statement Date	07/01/2011	

Bank Reference	D0311821054801
Customer Reference	D18110310585
Value Date	07/01/2011
Entry Date	07/01/2011
Posted Time	16:06
Transaction Amount	148,468,420.31-
Product Type	Funds Transfer
Transaction Description	SAME DAY DR TRANSFER
Payment Details	ATTN: PETRA RUBIO PROMETHEUS LABORATORIES INC.
Batch/Track Number	650000000571
Ordering Party Account/ID	322
Name/Address	NESTLE CAPITAL CORPORATION 800 N. BRAND BLVD. GLENDALE, CA 91203 20110701B1Q8021C041175
Bank Clearing ID	20110701B1Q8021C041175
Clearing ID Type	FED IMAD
Beneficiary Account/ID	3750836479
Name/Address	CORPORATE FTA
Beneficiary Bank Account/ID	026009593
Name/Address	BANK OF AMERICA NA NY NEW YORK NY USA

Credit Count	Total Credit Amount	Debit Count	Total Debit Amount	Cheque Count	Cheque Amount	Net Amount
0	0.00	1	148,468,420.31	0	0.00	148,468,420.31-