



To the Director of the U.S. Patent and Trademark Office

102325119

original documents or copy thereof.

1. Name of conveying party(ies): VIROLOGIC, INC.

12-23-02

Additional name(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: November 19, 2002

2. Name and address of receiving party(ies):

SDS Merchant Fund, L.P.
53 Forest Avenue, Suite 203, 2nd Floor
Old Greenwich, Connecticut 06870

Additional name(s) & addresses attached? ☐ Yes ☒ No

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FINANCE SECTION

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No.(s)

09/371,774	10/077,027	10/139,069
08/593,009	09/126,559	09/339,357
09/320,299	09/591,899	09/663,458
09/766,344	09/874,472	09/591,894
09/881,033	09/663,885	09/874,475
10/164,290	09/886,711	10/176,774

B. Patent No.(s)

5,837,464
6,242,187

Additional numbers attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

GEORGE A. FRANK
Drinker Biddle & Reath LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103-6996

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41) \$800.00

- ☒ Enclosed
☐ authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

Attorney Docket No. 42944-180370

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9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

GEORGE A. FRANK
Name of Person Signing

Signature

December 18, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Director of the U.S. Patent and Trademark Office
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PATENT SECURITY AGREEMENT AND NOTICE

THIS PATENT SECURITY AGREEMENT AND NOTICE (this "**Agreement**") is made this 19th day of November, 2002, by VIROLOGIC, INC., a Delaware corporation (the "**Grantor**"), in favor of SDS Merchant Fund, L.P., as collateral agent (the "**Collateral Agent**"), for the benefit of the holders of the Notes (each a "**Secured Party**" and collectively the "**Secured Parties**"), pursuant to that certain Intellectual Property Security Agreement dated as of the date hereof in favor of the Collateral Agent (for the benefit of the Secured Parties) (as from time to time amended, supplemented or otherwise modified, the "**Intellectual Property Security Agreement**").

WITNESSETH:

WHEREAS, Grantor and the Secured Parties have entered into that certain Exchange Agreement dated as of the date hereof (as from time to time amended, supplemented or otherwise modified, the "**Exchange Agreement**");

WHEREAS, pursuant to the Exchange Agreement, Grantor has issued to the Secured Parties \$12,045,987.94 in aggregate principal amount of Grantor's Series C Convertible Secured Promissory Notes (as from time to time amended, supplemented or otherwise modified, the "**Notes**");

WHEREAS, as collateral security for payment and performance of its obligations under the Exchange Agreement, the Notes, the Intellectual Property Security Agreement and/or any document or agreement related to any of the foregoing, Grantor has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in certain of its property and assets pursuant to that certain Intellectual Property Security Agreement; and

WHEREAS, Grantor and the Collateral Agent (for the benefit of the Secured Parties) by this instrument seeks to confirm and make a record of the grant of a security interest in Grantor's Patents and Patent Licenses (each such term as defined below) pursuant to the Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth above Grantor hereby agrees as follows:

Section 1. **Defined Terms.** Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Intellectual Property Security Agreement.

Section 2. **Grant of Security Interest in Patent Collateral.** As collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a first priority continuing security interest, subject only to Permitted Liens (as defined in the Security Agreement), in all of the following:

(a) All of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States issued patents and patent applications (including without limitation the

patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference), including, without limitation, the inventions and improvements described and claimed therein, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all foreign patent applications based thereon and foreign patents issuing therefrom, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the **"Patents"**).

(b) All license agreements regarding Patents with any other party, whether Grantor is a licensor or licensee under any such license agreement, as from time to time amended, supplemented or otherwise modified, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the **"Patent Licenses"**).

(c) To the extent not otherwise included, all proceeds of any of the foregoing, including without limitation (i) any and all proceeds of any guarantee, insurance or indemnity payable to Grantor from time to time with respect to any of the Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time as consideration for any confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority; (iii) all proceeds of any sale, lease, license or other disposition of any of the Collateral or rights therein whether or not the lien therein purportedly granted hereunder is valid or attaches or is perfected; and (iv) any and all other amounts from time to time paid or payable with respect to or in connection with any of the Collateral.

Section 3. **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Intellectual Property Security Agreement, and Grantor hereby acknowledges and confirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Collateral granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference.

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DRINKER BIDDLE & REATH

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement and Notice to be duly executed and delivered as of the date first above written.

VIROLOGIC, INC.

By: 
Name:
Title:

[Signature page to Patent Security Agreement and Notice]

PHTRANS37945212

SCHEDULE I

Patents and Patent Applications

Issued Patents

<u>Country</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Status</u>	<u>Issue Date</u>
U.S.		5,837,464			11/17/98
New Zealand		331376			7/6/00
Singapore		54890			2/20/01
Australia		732255			7/26/01
EU		0852626			7/15/98
Norway		983421			7/31/97
Singapore		70416			4/4/02
U.S.		6,242,187			6/5/01
China		Pending			2/22/02

Allowed Applications

Country	Serial No.	Allowed Date
U.S.	09/371,774	1/16/01
EU	97901549.6	1/20/01
Australia	19528197	3/1/01
ARIPO		5/19/00

Pending Applications

Number	Country
60/357,171	US
10/077,027	US
60/359,342	US
10/139,069	US
60/393,248	US
60/393,306	US
60/393,234	US
60/392,377	US
08/593,009	US

Number	Country
PCT/US97/01609	International Patent Applications
19528/97	Israel
2,216,126	Canada
01117002.4	EPO
97 192932.7	China
99104115.4,	Hong Kong
P9900388	Hungary
705851/1998	Korea
9806104	Mexico
P19983421	Norway
P.328 068	Poland
9803920-9	Singapore (this patent was granted on 2/20/01)
199800669	Eurasia
331376	New Zealand (granted July 6, 2000)
54306/01	Australia
U.S. Serial No. 09/126,559, claiming benefit of U.S. Provisional Application No. 60/054,257	US

2,298,102	Canada
98940779.6	European patent application
00104541.6	Hong Kong
2000505336	Japan
020007001002	Korea
No.200000195-0, now Singapore, Patent No. 70416,	Granted April 4, 2002

(U.S.) 09/339,357, claiming benefit of U.S. Provisional Application No. 60/090,547	US; pending issuance
49611/99	Australia

PI9912209-0	Brazil
2,341,679	Canada
99813479.1	China
2000 556067	Japan
012843	Mexico
508981	New Zealand

200007441-9	Sinapore
00108567.6	Hong Kong
09/320,299, claiming priority of U.S. Provisional Application No. 60/124,090, a continuation-in-part of U.S. Provisional Application No. 60/086,834	US
42075/99	Australia

P19911600-6	Brazil
2,329,140	Canada
99808689.4	China
99925874.2	Europe
01106422.4	Hong Kong
2000-551038	Japan
011623	Mexico
508834	New Zealand
200006820-5	Singapore
U.S. Serial No. 09/591,899, claiming the benefit of U.S. Provisional Application No. 60/140,483	US

P10011939-3	Brazil
00943056.2	Europe
200107729-6	Singapore
(U.S.) 09/663,458	US

PCT/US01/28754	International patent application
(U.S.) 09/766,344	US
PCT/US02/01682	International patent application

(U.S.) 09/874,472	US
(U.S.) 09/591,894	US
PCT/US01/18882	International patent application
01944452.0	Europe
(U.S.) 09/881,033, claiming the benefit of U.S. Provisional Application No. 60/211,245	US

(U.S.) 09/663,885	US
Application No. PCT/US01/28736, filed September 14, 2001	International
(U.S.) 09/874,475	US
(U.S.) 10/164,290, a continuation, and claiming the benefit of, U.S. Provisional Application No. 60/295,871	US
PCT/US02/18078	US
(U.S.) 09/886,711	US
(U.S.) 10/176,774	US
PCT/US02/19929	International