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To the Director of the U.S. Patent and Trademark Office, and to the original documents or copy thereof.

1. Name of conveying party(ies): <u>5-14-03</u> SDS Merchant Fund, L.P. Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): VIROLOGIC, INC. 270 East Grand Avenue South San Francisco, CA 94080 Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Release of Security Interest in Patents</u> Execution Date: <u>04/30/2003</u>	

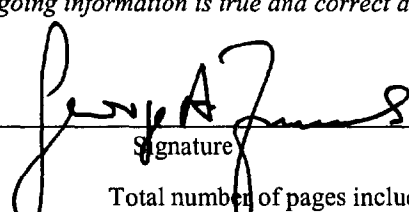
OFFICE OF PATENT & TRADEMARK  
2003 MAY 14 PM 2:37  
FINANCE SECTION

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) <del>10/077,027</del> 10/139,069 08/593,009 <del>09/126,559</del> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 18 <sup>th</sup> & Cherry Streets Philadelphia, PA 19103-6996 Attorney Docket No. <u>42944-180370</u>	6. Total number of applications and patents involved: <u>19</u> 7. Total fee (37 CFR 3.41) <u>\$760.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> authorized to be charged to deposit account 8. Deposit Account Number: <u>50-0573</u>
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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	May 12, 2003 Date
Total number of pages including cover sheet, attachments, and document: <u>3</u>		

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

05/16/2003 DBYRME 00000072 10077027 Director of the U.S. Patent and Trademark Office  
 01 FC:8021 760.00 DP Box Assignments  
 Washington, D.C. 20231

## RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS ("Release") dated April 30, 2003 is made by SDS Merchant Fund, L.P., 53 Forest Avenue, Suite 203, 2<sup>nd</sup> Floor, Old Greenwich, CT 06870, acting in its capacity as collateral agent for the holders of certain notes (in such capacity, the "Collateral Agent") under the Patent Security Agreement and Notice dated November 19, 2002 (the "Agreement"), by and between VIROLOGIC, INC., a Delaware Corporation, ("Debtor") and the Collateral Agent;

### W I T N E S S E T H:

**WHEREAS**, pursuant to the Agreement, the Debtor granted a security interest in certain of the Debtor's intellectual property interests as described on Schedule A attached hereto (collectively referred to herein as the "Patents") to secure the payment and performance by the Debtor of certain of its obligations; and

**WHEREAS**, the Agreement was filed with the Assignment Branch of the United States Patent and Trademark Office on December 12, 2002 for recordation.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby (i) terminate its security interest granted by the Agreement in the Patents and (a) any reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereof, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of the Debtor's rights corresponding thereto throughout the world; (ii) restores all right, title and interest in and to the Patents and the items described in (a) through (d) above to Debtor; and (iii) dissolves any and all liens and encumbrances respecting the Patents and the items described in (a) through (d) above.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

**SDS MERCHANT FUND, L.P.,**  
as Collateral Agent

By: Scott E. Derby  
Name: SCOTT E. DERBY  
Title: GENERAL COUNSEL

**Schedule A**

U.S. patents

5,837,464      6,242,187

U.S. patent applications

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