Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
University of Cincinnati	08/16/2004

RECEIVING PARTY DATA

Name:	CardioDx
Street Address:	2500 Faber Place
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303

PROPERTY NUMBERS Total: 5

Property Type	Number		
Application Number:	11232805		
Application Number:	10527263		
Application Number:	10001073		
Application Number:	09692077		
Patent Number:	7211386		

CORRESPONDENCE DATA

(650)938-5200 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

650-335-7181 Phone:

Email: pfarmer@fenwick.com Correspondent Name: Pauline Farmer-Koppenol 801 California Street Address Line 1:

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	24026-5 CASES
NAME OF SUBMITTER:	Pauline Farmer-Koppenol

PATENT REEL: 020072 FRAME: 0193

500392303

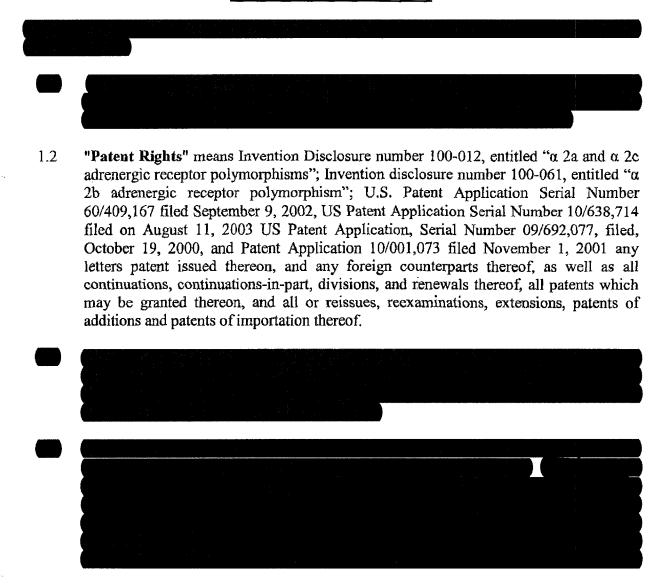
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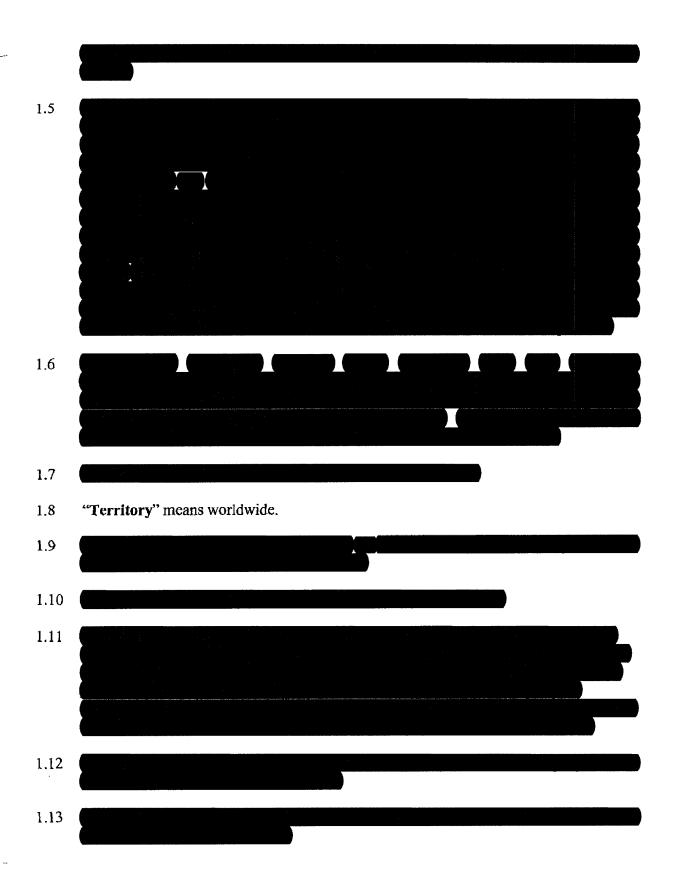
LICENSE AND OPTION AGREEMENT

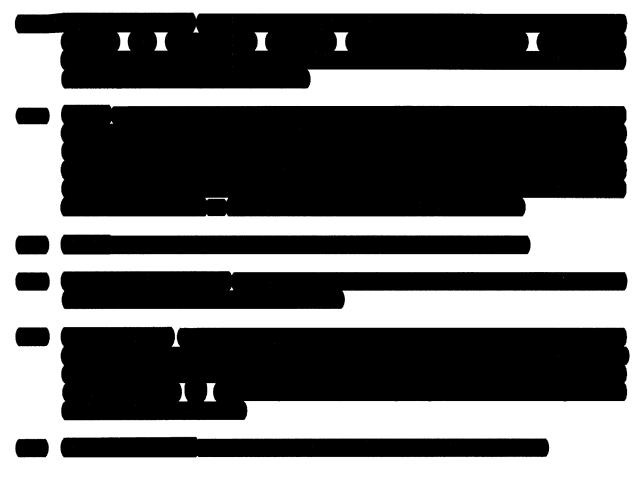
THIS AGREEMENT made and effective as of the date of last signing (herein the "Effective Date") by and between CardioDx, having a principal place of business at 2882 Sand Hill Road, Suite 106, Menlo Park, CA 94025 (herein "Company"), and The University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having a principal place of business at Cincinnati, OH 45221, USA, (hereinafter "UC").

The parties hereto agree as follows:

<u>ARTICLE I – DEFINITIONS</u>

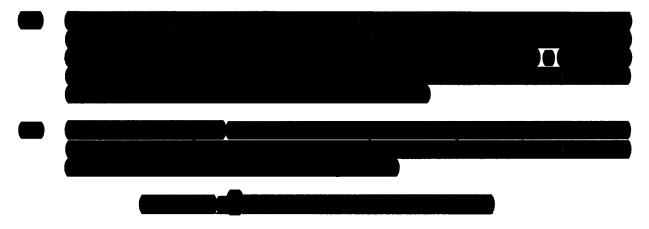






ARTICLE 2 – GRANT OF LICENSE AND OPTION

2.1 Grant of License. UC hereby grants to Company a royalty-bearing exclusive license to make, have made, use, sell, offer for sale and import Licensed Products and practice the processes within the Territory, and only in the Field. Such license shall include the right to grant sublicenses, subject to Article 4 below.



PAGES 4-15

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their properly and duly authorized officers or representatives as of the Effective Date.

UNIVERSITY OF CINCINNATI

COMPANY

Printed Name

Title

Date

Printed Name
PRESIDENT + CEO

PATENT

REEL: 020072 FRAME: 0199

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REDACTED

FIRST AMENDMENT TO THE LICENSE AND OPTION AGREEMENT

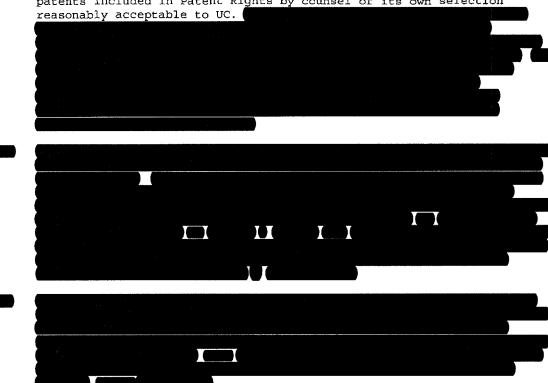
THIS AMENDMENT (the "Amendment") is to the License and Option Agreement (the "Agreement") effective August 16, 2004 between CardioDx, having a principal place of business at 3183 Porter Drive, Palo Alto, CA 94304 (herein "Company"), and The University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, having a principal place of business at Cincinnati, OH 45221 (hereinafter "UC").

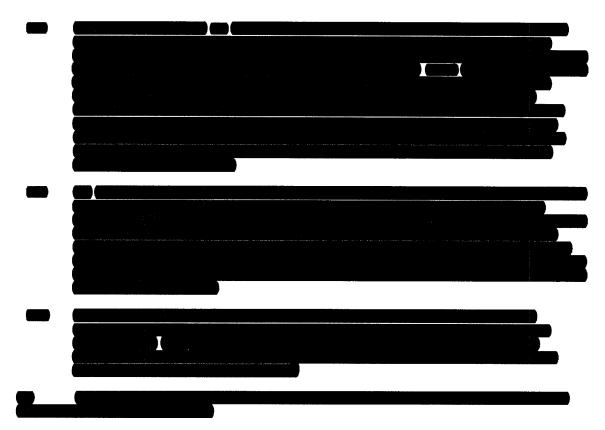


WHEREAS, the parties now desire to amend the Agreement so that Company manages patents and patent applications covered by Patent Rights, subject to certain terms and conditions.



- 1. Article 8 of the Agreement is replaced in its entirety by the following:
- 8.1 Company shall arrange at its own expense for the preparation, filing, prosecution and maintenance of any and all patent applications and patents included in Patent Rights by counsel of its own selection





ACCEPTED AND AGREED TO BY:

INTUERSTTY	OF	CINCINNATI.	25	licensor

CARDIODX, as licensee

DAVID LENSON
Printed Name

Anne H. Chasser Associate V.P. and Patent Officer

RECORDED: 11/06/2007

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Date