

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DXTERITY DIAGNOSTICS INCORPORATED	08/29/2013
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7935482
Application Number:	11801990
Application Number:	12798108
Application Number:	12514686
Application Number:	12524677
Application Number:	12792443
Application Number:	13474596
Application Number:	13000729
Application Number:	12736393
CORRESPONDENCE DATA	
Fax Number:	4088524475
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4088417195
Email:	dsanchezbentz@vplawgroup.com
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist
Address Line 1:	VLP Law Group LLP

OP \$360.00 7935482

Address Line 2: 235 Victoria Drive  
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-DXTERITY (PATS)
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/DSB1068/
Date:	09/04/2013

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and DXTERITY DIAGNOSTICS INCORPORATED (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of 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, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

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

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DXTERITY DIAGNOSTICS INCORPORATED



By: Bob Terbrueggen

Title: CEO

BANK:

SILICON VALLEY BANK



By: Brian Loupy

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DETECTION OF NUCLEIC ACID TARGETS USING CHEMICALLY REACTIVE OLIGONUCLEOTIDE PROBES	20080124810 11801990	05/29/2008 05/10/2007
CHEMICAL LIGATION DEPENDENT PROBE AMPLIFICATION (CLPA)	20100267585 12798108	10/21/2010 03/29/2010
GENE EXPRESSION PROFILING FOR IDENTIFICATION, MONITORING AND TREATMENT OF LUNG CANCER	20100184034 12514686	07/22/2010 03/29/2010
GENE EXPRESSION PROFILING FOR IDENTIFICATION, MONITORING, AND TREATMENT OF LUPUS ERYTHEMATOSUS	20100285458 12524677	11/11/2010 04/01/2010
GENE EXPRESSION PROFILING FOR PREDICTING THE RESPONSE TO IMMUNOTHERAPY AND/OR THE SURVIVABILITY OF MELANOMA SUBJECTS	20110070582 12792443	03/24/2011 06/02/2010
METHODS AND COMPOSITIONS FOR DETECTING TARGET NUCLEIC ACIDS	20130005594 13474596	01/03/2013 05/17/2012
GENE EXPRESSION PROFILING FOR IDENTIFICATION MONITORING AND TREATMENT OF RHEUMATOID ARTHRITIS	7935482 20070196835 11529010	05/03/2011 08/23/2007 09/27/2006
GENE EXPRESSION PROFILING FOR IDENTIFICATION, MONITORING, AND TREATMENT OF OSTEOARTHRITIS	20110306512 13000729	12/15/2011 06/25/2009
SIGNATURES OF RADIATION RESPONSE	20110028338 12736393	02/03/2011 04/09/2009



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REDI-DX	4344013	05/28/2013
DXDIRECT	4343978	05/28/2013
DXCOLLECT	4343972	05/28/2013
NEAT	3758610	03/09/2010
QUAL	3758609	03/09/2010
DTERITY DIAGNOSTICS	3785570	05/04/2010

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE