

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3539729

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GENOMEDX BIOSCIENCES INC.	09/23/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CRG PARTNERS III L.P.
<b>Street Address:</b>	1000 MAIN STREET, SUITE 2500
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Name:</b>	CRG PARTNERS III - PARALLEL FUND "A" L.P.
<b>Street Address:</b>	1000 MAIN STREET, SUITE 2500
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Name:</b>	CRG PARTNERS III (CAYMAN) L.P.
<b>Street Address:</b>	1000 MAIN STREET, SUITE 2500
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9074258
<b>Application Number:</b>	12994408
<b>Application Number:</b>	14365085
<b>Application Number:</b>	13968838
<b>PCT Number:</b>	US2014023693
<b>PCT Number:</b>	CA2014000787
<b>Application Number:</b>	13258429
<b>Application Number:</b>	14020183
<b>Application Number:</b>	14727801
<b>Application Number:</b>	62216196

PATENT

**CORRESPONDENCE DATA****Fax Number:**

*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:** TDinh@mofo.com**Correspondent Name:** MORRISON & FOERSTER LLP**Address Line 1:** 425 MARKET STREET**Address Line 4:** SAN FRANCISCO, CALIFORNIA 94105

<b>NAME OF SUBMITTER:</b>	TUAN DINH
<b>SIGNATURE:</b>	/Tuan Dinh/
<b>DATE SIGNED:</b>	09/23/2015

**Total Attachments: 17**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 23, 2015, is made by and between GENOMEDX BIOSCIENCES INC., a company incorporated under the laws of the Province of British Columbia ("Grantor"), CRG PARTNERS III L.P., CRG PARTNERS III – Parallel Fund "A" L.P. and CRG PARTNERS III (Cayman) (together, the "Lenders" and each, a "Lender") and CRG Partners III L.P., as Agent for the Secured Parties (in such capacity, the "Agent" and, together with the Lenders, the "Secured Parties" and each, a "Secured Party").

Grantor, certain subsidiaries of the Company named therein as guarantors and the Secured Parties, are parties to a Term Loan Agreement dated September 23, 2015 (as amended, modified, renewed or extended from time to time, the "Loan Agreement").

Additionally, Grantor and the Secured Parties are parties to the General Security Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "General Security Agreement"), pursuant to which Grantor has granted to the Agent (for its own benefit and for the ratable benefit of the other Secured Parties), a security interest in certain of its assets (as more fully described therein).

It is a requirement of the Loan Agreement that Grantor enter into this Agreement, as a supplement to the General Security Agreement, and grant to the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) the security interests hereinafter provided to secure the Secured Obligations described below.

Accordingly, the parties hereto agree as follows:

**SECTION 1 Definitions; Interpretation.**

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the General Security Agreement and in the Loan Agreement referred to in the General Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means the Secured Liabilities under and as defined in the General Security Agreement, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

“United States” and “U.S.” each means the United States of America.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Clause 1.03 of the Loan Agreement shall be applicable to this Agreement and are incorporated herein by this reference. Additionally, in this Agreement, except to the extent the context otherwise requires: (i) the words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (ii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; and (iv) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.

## SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Grantor hereby grants to the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) as hereinafter provided a security interest in all of Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all copyrights, whether statutory or common law, registered or unregistered, domestic or foreign, including Grantor’s registered copyrights and copyright registrations (including the registered copyrights and copyright registrations listed in Schedule 2), all of Grantor’s applications for copyright registrations (including the applications for copyright registrations listed in Schedule 2), and all of Grantor’s unregistered copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, together with all renewals and extensions of any copyrights, the right to recover for all past, present, and future infringements of any copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule 2), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule 2), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates, catalogs, internet websites, and internet domain names and associated URL addresses;

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(vi) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vii) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent or any of the other Secured Parties is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(viii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding the foregoing, "Collateral" shall not include any rights or interests in any lease, license, contract or agreement, as such, if under the terms of such lease, license, contract or agreement, or applicable law with respect thereto, the valid grant of a security interest therein to the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) is prohibited and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the UCC or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect the Secured Parties' unconditional continuing security interests in any rights or interests of Grantor in or to the proceeds thereof, including monies due or to become due under any such lease, license, contract or agreement (including any accounts) or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract or agreement that does not result in such prohibition; and provided, further, that, upon the request of the Majority Lenders, Grantor shall use commercially reasonable efforts to obtain consents with respect to leases, licenses, contracts and agreements that are material to Grantor's business pursuant to commercially reasonable terms for the grant of a security interest over such leases, licenses, contracts or agreements.

(b) Grantor Remains Liable. Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Agent or the other Secured Parties of any of the rights granted to the Agent or the other Secured Parties hereunder shall not release Grantor from any of its duties or obligations under any such contracts, agreements and other documents included in the Collateral, and (iii) neither the Agent nor any other Secured Party shall have any obligation or liability under any such contracts, agreements and other documents included in the Collateral by reason of this

Agreement, nor shall the Agent or any other Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 21.

SECTION 3 Representations and Warranties. Grantor represents and warrants to each Secured Party that:

(a) Grantor is duly organized, validly existing and in good standing under the law of the jurisdiction of its organization and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by Grantor of this Agreement have been duly authorized by all necessary action of Grantor, and this Agreement constitutes the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

(c) No authorization, consent, approval, license, exemption of, or filing or registration with, any governmental authority or agency, or approval or consent of any other Person, is required for the due execution, delivery or performance by Grantor of this Agreement, except for any filings necessary to perfect any Liens on any Collateral.

(d) (i) This Agreement creates a security interest which is enforceable against the Collateral in which Grantor now has rights and will create a security interest which is enforceable against the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights; and (ii) the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) has a perfected Lien on the Collateral in which Grantor now has rights, and will have a perfected Lien on the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights, subject to Permitted Liens and securing the payment and performance of the Secured Obligations.

(e) Grantor has rights in or the power to transfer the Collateral, and Grantor is the sole and complete owner of the Collateral, free from any Lien (other than a Permitted Lien).

(f) Grantor is and will be the legal record and beneficial owner of all Collateral, and has and will have good and marketable title thereto.

(g) A true and correct list of all the existing Collateral consisting of Grantor's U.S. registered copyrights and U.S. copyright registrations, and applications for U.S. copyright registrations, is set forth in Schedule 2.

(h) A true and correct list of all of the existing Collateral consisting of U.S. patents and U.S. patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule 2.

(i) A true and correct list of all of the existing Collateral consisting of U.S. trademarks, U.S. trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule 2.

SECTION 4 Further Acts; Authorization. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or desirable in the judgment of

the Majority Lenders to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable the Agent to exercise and enforce their rights hereunder with respect to such security interest, including any documents for filing with the PTO, the Copyright Office and/or any applicable state office, and without limiting the foregoing, Grantor shall authorize the Agent to file at any time and from time to time any financing statements describing the Collateral, all amendments to financing statements, assignments, continuation financing statements, termination statements and other documents and instruments, in form and substance satisfactory to the Agent, as the the Agent may reasonably require, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of the Secured Parties in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Grantor ratifies and authorizes the filing by the Agent of any financing statements filed prior to the date hereof. The Agent may record this Agreement, an abstract thereof, or any other document describing the Secured Parties' interest in the Collateral with the PTO and/or the Copyright Office, at the expense of Grantor.

SECTION 5 Covenants. So long as any of the Secured Obligations remain unsatisfied or any Lender shall have any Commitment, Grantor agrees that:

(a) Grantor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the right or interest of the Secured Parties in, the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(b) Grantor shall keep the Collateral free of all Liens other than Permitted Liens.

(c) Grantor shall give prompt written notice to the Agent (and in any event not later than 30 days following any change described below in this subsection) of: (i) any change in the location of Grantor's chief executive office or principal place of business; (ii) any change in its name; (iii) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; (iv) any change in its registration as an organization (or any new such registration); or (v) any change in its jurisdiction of organization.

(d) Grantor shall give the Agent prompt notice in accordance of any additional copyright registrations or applications therefor after the date hereof, provided, however, that Grantor shall not register with the Copyright Office any unregistered copyrights (whether in existence on the date hereof or thereafter acquired, arising, or developed) unless Grantor provides the Agent with written notice of its intent to register such copyrights not less than 30 days prior to the date of the proposed registration. Grantor authorizes the Agent to modify this Agreement by amending Schedule 2 to include any future registered copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 2 shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all copyright Collateral, whether or not listed on Schedule 2.

(e) If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor authorizes the Agent to modify this Agreement by amending Schedule 2 to include any such new U.S. patent or U.S. trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 2 shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all patent and trademark Collateral, whether or not listed on Schedule 2.

SECTION 6 Authorization: Attorney-in-Fact.

(a) The Agent shall have the right to, in the name of Grantor, or in the name of the Agent or otherwise, and Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers or employees or agents designated by the Agent) as Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Agent to sign and file in the name of Grantor any financing statement or other instrument and any modification, supplement or amendment to this Agreement, and to sign the name of Grantor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in, the Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default, (i) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (ii) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of Grantor arising under Section 365(n) of the Bankruptcy Code, and, (iii) to execute any and all applications, documents, papers and instruments for the Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Secured Obligations have not been paid and performed in full. Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.

SECTION 7 Agent Performance of Grantor Obligations. The Agent may perform or pay any obligation which Grantor has agreed to perform or pay under or in connection with this Agreement, and Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 7.

SECTION 8 Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 9 Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Loan Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the foregoing, Grantor agrees that the Agent may use or transfer any of Grantor's rights and interests in any Collateral, by license, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as the Agent may determine.

(b) In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of Grantor or the Agent, to enforce or protect any Collateral, and any license thereunder, in which event Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement.

(c) For the purpose of enabling the Agent to exercise its rights and remedies under this Section 9 or otherwise in connection with this Agreement, Grantor hereby grants to the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) an irrevocable, non-exclusive and



assignable license (exercisable without payment or royalty or other compensation to Grantor) to use, license or sublicense any Collateral.

(d) The cash proceeds actually received from the sale or other disposition or collection of any Collateral, and any other amounts received in respect of any Collateral the application of which is not otherwise provided for herein, shall be applied in accordance with Clause 15 of the General Security Agreement. Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to Grantor or otherwise disposed of in accordance with the UCC or other applicable law. Grantor shall remain liable to the Agent and the other Secured Parties for any deficiency which exists after any sale or other disposition or collection of Collateral.

**SECTION 10 Certain Waivers and Consents.** Grantor waives, to the fullest extent permitted by law, (A) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; and (B) any right to require the Agent or any of the other Secured Parties (1) to proceed against any Person, (2) to exhaust any other collateral or security for any of the Secured Obligations, (3) to pursue any remedy in the Agent's or any of the other Secured Parties' power, or (4) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral.

(ii) Grantor agrees that at any time and from time to time, without notice to or the consent of Grantor, without incurring responsibility to Grantor, and without impairing or releasing the security interests provided for herein or otherwise impairing the rights of the Secured Parties hereunder, all as the Secured Parties may deem advisable: (A) the time, manner, place or terms of any payment under the Loan Documents may be extended or changed by an amendment, modification or renewal of the Loan Documents or otherwise; (B) the time for any Obligor's performance of or compliance with any term, covenant or agreement on its part to be performed or observed under the Loan Documents may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as the Secured Parties may deem proper; (C) the Secured Parties may discharge or release, in whole or in part, any guarantor or any other Person liable for the payment and performance of all or any part of the Secured Obligations, and may permit or consent to any such action or any result of such action, and shall not be obligated to demand or enforce payment upon any of the Secured Obligations, nor shall the Agent or any of the other Secured Parties be liable to Grantor for any failure to collect or enforce payment of the Secured Obligations or to realize on any other collateral therefor; (D) in addition to the Collateral, the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) may take and hold other security (legal or equitable) of any kind, at any time, as collateral for the Secured Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof; (E) the Agent may request and accept any guaranties of the Secured Obligations and may, from time to time, in whole or in part, surrender, release, subordinate, modify, waive, rescind, compromise or extend any such guaranty and may permit or consent to any such action or the result of any such action; and (F) the Secured Parties may exercise, or waive or otherwise refrain from exercising, any other right, remedy, power or privilege (including the right to accelerate the maturity of the Loan Documents and any power of sale) granted by the Loan Documents or other security document or agreement, or otherwise available to the Secured Parties, with respect to the Secured Obligations, any of the Collateral or other security for any or all of the Secured Obligations, even if the exercise of such right, remedy, power or privilege affects or eliminates any right of subrogation or any other right of Grantor against any other Obligor.

(iii) Additionally, Grantor waives and agrees not to assert: (A) any right to require any of the Secured Parties to proceed against any other Obligor or any other Person, or to proceed against or exhaust any other security held by the Secured Parties (except to the extent required by applicable law) or to pursue any other right, remedy, power or privilege of any Secured Party whatsoever; (B) any defense based upon an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) which destroys or impairs the subrogation rights of Grantor or the right of Grantor to proceed against any Obligor or any other Person for reimbursement; and (C) without limiting the generality of the foregoing, to the fullest extent permitted by law, any other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Agreement.

(iv) Until the Secured Obligations shall be satisfied in full, Grantor shall not have, or directly or indirectly exercise, (A) any rights that it may acquire by way of subrogation under or in respect of this Agreement or otherwise, or (B) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Agreement.

SECTION 11 Notices. All notices, requests, consents and demands hereunder shall be delivered in accordance with Section 12.02 of the Loan Agreement.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of any Secured Party to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any Secured Party of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

SECTION 13 Costs and Expenses; Indemnification; Other Charges.

(a) The Grantor shall pay or reimburse the Agent and any of the other Secured Parties for costs and expenses in accordance with Section 12.03 of the Loan Agreement.

(b) The Grantor shall hereby indemnify the Secured Parties, their Affiliates, and their respective directors, officers, employees, attorneys, agents, advisors and controlling parties in accordance with Section 12.03(b) of the Loan Agreement.

(c) Survival. The agreements in this Section 13 shall survive the termination of the Commitments and the repayment of all Secured Obligations.

SECTION 14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor, the Agent, and the Secured Parties (provided that Grantor shall not assign or transfer its rights or obligations hereunder unless consented to in writing by the Majority Lenders in accordance with the terms of the Loan Agreement).

SECTION 15 Governing Law; Submission to Jurisdiction; Etc.

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

(b) Submission to Jurisdiction. Grantor agrees that any suit, action or proceeding with respect to this Agreement or any other Loan Document to which it is a party or any judgment entered by

any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 15(b)** is for the benefit of the Secured Parties only and, as a result, no Secured Party shall be prevented from taking proceedings in any other courts with jurisdiction. To the extent allowed by applicable Laws, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

(c) Waiver of Venue. Grantor irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which Grantor is or may be subject, by suit upon judgment.

(d) Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 16 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

**SECTION 17 Entire Agreement; Amendment.** This Agreement and the General Security Agreement contain the entire agreement of the parties with respect to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall not be amended except by the written agreement of the parties as provided in the Loan Agreement.

**SECTION 18 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

**SECTION 19 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

**SECTION 20 Termination.** Upon the termination of the Commitments of the Lenders and the payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and the Agent shall promptly execute and deliver to Grantor such documents and instruments

reasonably requested by Grantor as shall be necessary to evidence the termination of all security interests given by Grantor to the Agent (for its own benefit and for the ratable benefit of the other Secured Parties) hereunder.

SECTION 21 Inconsistency with the General Security Agreement. Nothing herein is intended to modify or limit the rights and/or obligations of Grantor, the Agent and the other Secured Parties under the General Security Agreement, and in the event of any inconsistency between this Agreement and the terms of the General Security Agreement, the terms and provisions of the General Security Agreement shall control as between Grantor, the Agent and the other Secured Parties.


SECTION 22 Supplemental Agreement. This Agreement is supplemental to and not in derogation of the General Security Agreement. Grantor acknowledges that this Agreement and the General Security Agreement may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the parties herein have duly executed this Agreement as of the date first above written.

GRANTOR:

GENOMEDX BIOSCIENCES INC.



By

Name: Dave Matthews

Title: Chief Financial Officer

*[Signature Page 1 to IP Security Agreement]*

8C-3578876

SECURED PARTIES:

CRG PARTNERS III L.P., in its  
capacity as a Lender and as Agent

By CRG PARTNERS III GP L.P., its General Partner  
By CRG PARTNERS III GP L.L.C., its General  
Partner

By  \_\_\_\_\_

Name: Nathan Hukill  
Title: Authorized Signatory

CRG PARTNERS III-PARALLEL FUND "A" L.P.,

By CRG PARTNERS III - PARALLEL FUND "A"  
GP L.P., its General Partner

By CRG PARTNERS III - PARALLEL FUND  
"A" GP L.L.C., its General Partner

By  \_\_\_\_\_

Name: Nathan Hukill  
Title: Authorized Signatory

CRG PARTNERS III (CAYMAN) L.P.,

By CRG PARTNERS III (CAYMAN) GP L.P.,  
its General Partner

By CRG PARTNERS III (CAYMAN) GP LLC,  
its General Partner

By  \_\_\_\_\_

Name: Nathan Hukill  
Title: Authorized Signatory

Witnessed: 

[Signature Page 2 to IP Security Agreement]

**SCHEDULE 1**  
**to the Intellectual Property Security Agreement**

**PATENTS**

U.S. Issued Patents of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
GENOMEDX BIOSCIENCES, INC.	US	9,074,258	7/7/2015	Elai Davicioni	Compositions and Methods for Classifying Thyroid Nodule Disease

Pending U.S. Patent Applications of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
GENOMEDX BIOSCIENCES, INC.	US	12/994,408	5/28/2009	Elai Davicioni	Systems and Methods for Expression- Based Discrimination of Distinct Clinical Disease States in Prostate Cancer
GENOMEDX BIOSCIENCES, INC.	US	14/365,085	12/13/2012	Elai Davicioni	Cancer Diagnostics Using Non- Coding Transcripts
GENOMEDX BIOSCIENCES, INC.	US	13/968,838	8/16/2013	Christine Buerki	Cancer diagnostics using biomarkers
GENOMEDX BIOSCIENCES, INC.	PCT	PCT/US2014/23693	3/11/2014	Elai Davicioni	Cancer biomarkers and classifiers and uses thereof

Schedule 2-1

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**PATENT**  
**REEL: 036639 FRAME: 0085**

GENOMEDX BIOSCIENCES, INC.	PCT	PCT/CA2014/000787	11/4/2014	Elai Davicioni	Cancer biomarkers and classifiers and uses thereof
GENOMEDX BIOSCIENCES, INC.	US	13/258,429	4/29/2010	Elai Davicioni	Systems and methods for expression- based classification of thyroid tissue
GENOMEDX BIOSCIENCES, INC.	US	14/020,183	9/6/2013	Elai Davicioni	Thyroid cancer diagnostics
GENOMEDX BIOSCIENCES, INC.	US	14/727,801	6/1/2015	Elai Davicioni	Compositions and Methods for Classifying Thyroid Nodule Disease
GENOMEDX BIOSCIENCES, INC.	US	62/216,196	9/9/2015		Molecular Subtyping, Prognosis and Treatment of Prostate Cancer

Licenses of Grantor Related to Issued Patents and Pending Patent Applications

- Patent and Know How License Agreement dated February 1, 2013, between Mayo Foundation for Medical Education and Research and GenomeDx Biosciences Inc.
- License Agreement dated as of January 22, 2013 between Regents of the University of Michigan and GenomeDx Biosciences Inc.
- Technology License Agreement dated as of September 24, 2013, between Veracyte Inc. and GenomeDx Biosciences Inc.

Schedule 2-2.

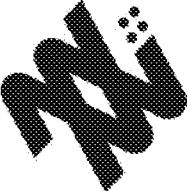
sf-3570076

**PATENT**  
**REEL: 036639 FRAME: 0086**

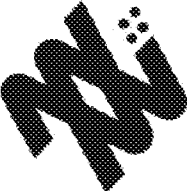


## TRADEMARKS

### U.S. Registered Trademarks of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
GENOMEDX BIOSCIENCES, INC.	US	4618847	10/7/2014	1/27/2014	GENOMEDX BIOSCIENCES, INC.	INFORMATION FOR LIFE
GENOMEDX BIOSCIENCES, INC.	US	4610916	9/23/2014	3/13/2013	GENOMEDX BIOSCIENCES, INC.	
GENOMEDX BIOSCIENCES, INC.	US	4565463	7/8/2014	4/24/2013	GENOMEDX BIOSCIENCES, INC.	UROSKECH 3D
GENOMEDX BIOSCIENCES, INC.	US	4441544	11/26/2013	4/11/2012	GENOMEDX BIOSCIENCES, INC.	DECIPHER
GENOMEDX BIOSCIENCES, INC.	US	4426227	10/29/2013	4/11/2012	GENOMEDX BIOSCIENCES, INC.	DECIPHER

### Pending U.S. Trademark Applications of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
GENOMEDX BIOSCIENCES, INC.	US	86/627,358	05/12/2015	GENOMEDX BIOSCIENCES, INC.	DECIPHER GRID
GENOMEDX BIOSCIENCES, INC.	US	86/627,457	05/12/2015	GENOMEDX BIOSCIENCES, INC.	DECIPHER
GENOMEDX BIOSCIENCES, INC.	US	85/978,205	04/11/2012	GENOMEDX BIOSCIENCES, INC.	DECIPHER
GENOMEDX BIOSCIENCES, INC.	US	85/875,380	03/13/2013	GENOMEDX BIOSCIENCES, INC.	
GENOMEDX BIOSCIENCES, INC.	US	85/913,957	04/24/2013	GENOMEDX BIOSCIENCES, INC.	UROSKECH 3D

Schedule 2-3.

sf-3570076

**PATENT**  
**REEL: 036639 FRAME: 0087**

Licenses of Grantor Related to Registered Trademarks and Pending Trademark Applications<sup>1</sup>

**None.**

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<sup>1</sup> Exclusive of nonexclusive licenses in the ordinary course of business.

Schedule 2-4.

## **COPYRIGHTS**

### U.S. Registered Copyrights of Grantor

**None.**

### Pending U.S. Copyright Applications of Grantor

**None.**

### Licenses of Grantor Related to Registered Copyrights and Copyright Applications<sup>2</sup>

**None.**

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<sup>2</sup> Exclusive of nonexclusive licenses in the ordinary course of business.

Schedule 2-5.

sf-3570076