505105645 09/21/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5152404

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY D	ΑΤΑ	-		
		Name		Execution Date
PERSONAL GENOME	DIAGNOSTIC	S INC.		09/21/2018
RECEIVING PARTY DA	 \TA			
Name:	PACIFIC W	ESTERN BANK		
Street Address:	406 BLACK	WELL STREET		
Internal Address:	SUITE 240			
City:	DURHAM			
State/Country:		ROLINA		
Postal Code:	27701			
PROPERTY NUMBERS	S Total: 6			
Property Type		Number		
Patent Number:	754	4473		
Application Number:	158	11836		
Application Number:	158	09613		
Application Number:	152	10489		
Application Number:	150	70537		
Application Number:	150	37663		
Fax Number:		9)354-1278		
	•	e e-mail address first; if that i	is unsuccesst	ful. it will be sent
using a fax number, if		that is unsuccessful, it will b		
Phone:		3143114		
Email:	•	encereview@square1bank.cor	n	
Correspondent Name:		CIFIC WESTERN BANK		
Address Line 1:		BLACKWELL STREET		
Address Line 2:		TE 240		
Address Line 4:	DUF	RHAM, NORTH CAROLINA 27	'701	
NAME OF SUBMITTER:		NICHOLAS NANCE		
SIGNATURE:		/NICHOLAS NANCE-JLT/		
		00/01/0010		

09/21/2018

DATE SIGNED:

Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 21, 2018 by and between PACIFIC WESTERN BANK ("*Bank*") and PERSONAL GENOME DIAGNOSTICS INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor Loan and Security Agreement dated as of March 7, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated as of September 15, 2017 and as amended by that certain Second Amendment to Loan and Security Agreement dated of even date herewith (as the same may be further amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity.

Personal Genome Diagnostics Inc. – Intellectual Property Security Agmt.

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

PERSONAL GENOME DIAGNOSTICS INC.

By:	Dour	Ward	
Name:	Daug	WARD	
Title:	<u> </u>		

BANK:

Address of Bank:

Address of Grantor:

Baltimore, MD 21224 Attn: William Stevens

2809 Boston Street, Suite 503

406 Blackwell Street, Suite 240 Durham, NC 27701 Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By:	 	

Name:

Title:

Signature Page to Personal Genome Diagnostics Inc. - Intellectual Property Security Agmt,

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:

Address of Grantor:

PERSONAL GENOME DIAGNOSTICS INC.

2809 Boston Street, Suite 503	Ву:
Baltimore, MD 21224	
Attn: William Stevens	Name:
	Title:

BANK:

Address of Bank:

406 Blackwell Street, Suite 240 Durham, NC 27701 Attn: Loan Documentation Department

By: Name: 10 Title: Seo 6

PACIFIC WESTERN BANK

Signature Page to Personal Genome Diagnostics Inc. - Intellectual Property Security Agmt.

EXHIBIT A

COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date	
Non-Unique Barcodes In A Genotype Assay	15811836	11/14/2017	
Systems and Methods For Analyzing Nucleic Acid	15809613	11/10/2017	
Neoantigen Analysis	15210489	7/14/2016	
Systems And Methods For Analyzing Nucleic Acid	15070537	3/15/2016	
Nucleic Acid Analysis Using Sequence Tokens	7544473	6/9/2009	
Method for Evaluating Minority Variants In A Sample	15037663	5/18/2016	

Ехнівіт С

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
RNA COMPLETE	5234010	6/27/2017
(standard character mark)		
VARIANTDX	5182586	4/11/2017
(standard character mark)		
CANCERPRO	5223953	6/13/2017
(standard character mark)		
PROGENEUS	5223951	6/13/2017
(standard character mark)		
METDETECT	5191929	4/25/2017
(standard character mark)		
IMMUNOSELECT	5196236	5/02/2017
(standard character mark)		
MYPERSONALGENOME	5078587	11/08/2016
(standard character mark)		
PLASMASELECT	4947428	4/26/2016
(standard character mark)		
MYPG 🖑	4705039	3/17/2015
(Design + words)		
PGD 🎄	4697088	3/03/2015
(Design + words) CANCERSELECT	4705038	3/17/2015
(standard character mark)	4705058	5/1//2015
CANCERCOMPLETE	4705037	3/17/2015
(standard character mark)		
PGDx	87816679	3/01/2018
(Words, Letters)		
PGDX	87722252	12/15/2017
(standard character mark)		
PGDX ELIO	87950371	6/06/2018
(standard character mark)		
PGDx Personal Genome Diagnostics	87817624	3/02/2018
(standard character mark)		
PGDX ELIO	87925167	5/17/2018
(standard character mark)		
MUTATORDETECT	87191295	10/03/2016
(standard character mark)		
TECSEQ	87596101	9/05/2017

Personal Genome Diagnostics Inc. – Intellectual Property Security Agmt.

Description	Registration/ Application Number	Registration/ Application Date
(standard character mark)		

522348 v1/HN

RECORDED: 09/21/2018