

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8264300

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
NANOSTRING TECHNOLOGIES, INC.		11/07/2023
RECEIVING PARTY DATA		
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION	
Street Address:	1420 5TH AVENUE	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98101	
PROPERTY NUMBERS Total: 65		
Property Type	Number	
Patent Number:	9580736	
Patent Number:	10316345	
Patent Number:	9371563	
Patent Number:	9890419	
Patent Number:	8986926	
Patent Number:	7941279	
Patent Number:	8415102	
Patent Number:	8519115	
Patent Number:	9376712	
Patent Number:	10077466	
Patent Number:	9856519	
Patent Number:	9714937	
Patent Number:	9995739	
Patent Number:	9714446	
Patent Number:	9758834	
Patent Number:	10246700	
Patent Number:	11098301	
Patent Number:	10501777	
Patent Number:	10640816	
Patent Number:	11708602	

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Property Type	Number
Patent Number:	D787700
Patent Number:	10415080
Patent Number:	11279969
Patent Number:	11377689
Patent Number:	11473142
Patent Number:	11549139
Patent Number:	9970059
Patent Number:	10370715
Patent Number:	10697975
Patent Number:	11597772
Patent Number:	11028444
Patent Number:	11821026
Application Number:	18172771
Application Number:	18331043
Application Number:	18069565
Application Number:	17768625
Application Number:	17996887
Application Number:	18010873
Application Number:	18245589
Application Number:	18030889
Application Number:	17842966
Application Number:	17842968
Application Number:	63490865
Application Number:	63490868
Application Number:	63490871
Application Number:	63490873
Application Number:	63490858
Application Number:	63490860
Application Number:	63582663
Application Number:	63582665
Application Number:	63582668
Application Number:	63348936
Application Number:	63381528
Application Number:	63434361
Application Number:	63578444
Application Number:	63585842
Application Number:	17290061
Application Number:	16596587

Property Type	Number
Application Number:	17688174
Application Number:	17699849
Application Number:	17054204
Application Number:	17705580
Application Number:	17086842
Application Number:	17413674
Application Number:	16402626

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE KANN

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	13435-00017
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/07/2023

Total Attachments: 12

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 7, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of U.S. Bank Trust Company, National Association, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Indenture referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of November 7, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Indenture"), by and among NanoString Technologies, Inc. (the "Company"), the Subsidiaries of the Company from time to time party thereto, and U.S. Bank Trust Company, National Association, as Trustee and the Collateral Agent, the Company has issued 6.95% Senior Secured Notes due 2026;

WHEREAS, each Grantor (other than the Company) has agreed, (a) pursuant to the Indenture, to guarantee the Guaranteed Obligations (as defined in the Indenture) of the Company and (b) pursuant to a Security Agreement of even date herewith in favor of Collateral Agent (as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), to grant a security interest in the Collateral (as defined in the Security Agreement); and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Indenture, and to the extent not defined in the Indenture, as they are defined in the Security Agreement.

2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all IP Ancillary Rights.

Notwithstanding anything herein to the contrary, no Lien or security interest is hereby granted on any Excluded Assets; provided, further, that if and when any assets or property shall cease to be an Excluded Asset, a Lien on and security interest in such property shall be deemed granted therein.

3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent of any conflict between the provisions of this Patent Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

4. Continuing Obligation. If, before the Secured Obligations shall have been paid in full in cash, Grantor shall obtain rights to any new Patents, the preceding Security Agreement shall automatically apply thereto.

5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Ancillary Rights subject to a security interest hereunder.

6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

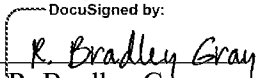
7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

8. Concerning the Collateral Agent. U.S. Bank Trust Company, National Association is entering this Patent Security Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NanoString Technologies, Inc., as a Grantor


By: 
Name: ~~R. Bradley Gray~~
Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
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ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Richard Krupske
Title: Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date
NanoString Technologies, Inc.	ANALYSIS OF ASSOCIATED WITH SINGLE CELLS USING NUCLEIC ACID BARCODES	14/586,857	12/30/2014	9,580,736	2/28/2017
NanoString Technologies, Inc.	ANALYSIS OF NUCLEIC ACIDS ASSOCIATED WITH SINGLE CELLS USING NUCLEIC ACID BARCODES	15/428,064	2/8/2017	10,316,345	6/11/2019
NanoString Technologies, Inc., and The Institute for Systems Biology	NANOREPORTERS AND METHODS OF MANUFACTURING AND USE THEREOF	13/794,424	3/11/2013	9,371,563	6/21/2016
NanoString Technologies, Inc., and The Institute for Systems Biology	NANOREPORTERS AND METHODS OF MANUFACTURING AND USE THEREOF	15/160,376	5/20/2016	9,890,419	2/13/2018
NanoString Technologies, Inc.	COMPOSITIONS COMPRISING ORIENTED, IMMOBILIZED MACROMOLECULES AND METHODS FOR THEIR PREPARATION	11/645,270	12/22/2006	8,986,926	3/24/2015

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date
NanoString Technologies, Inc.	SYSTEMS AND METHODS FOR ANALYZING NANOREPORTERS	11/805,273	5/21/2007	7,941,279	5/10/2011
NanoString Technologies, Inc.	METHODS FOR IDENTIFYING TARGET-SPECIFIC SEQUENCES FOR USE IN NANOREPORTERS	12/100,990	4/10/2008	8,415,102	4/9/2013
NanoString Technologies, Inc.	STABLE NANOREPORTERS	12/541,131	8/13/2009	8,519,115	8/27/2013
NanoString Technologies, Inc.	STABLE NANOREPORTERS	13/957,029	8/1/2013	9,376,712	6/28/2016
NanoString Technologies, Inc.	STABLE NANOREPORTERS	15/082,398	3/28/2016	10,077,466	9/18/2018
NanoString Technologies, Inc.	STABLE NANOREPORTERS	15/082,436	3/28/2016	9,856,519	1/2/2018
NanoString Technologies, Inc.	PROTEIN DETECTION VIA NANOREPORTERS	12/904,078	10/13/2010	9,714,937	7/25/2017
NanoString Technologies, Inc.	PROTEIN DETECTION VIA NANOREPORTERS	14/814,216	7/30/2015	9,995,739	6/12/2018
NanoString Technologies, Inc.	COMPOSITIONS AND METHODS FOR THE DETECTION OF SMALL RNAS	13/025,458	2/11/2011	9,714,446	7/25/2017

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date
NanoString Technologies, Inc.	COMPOSITIONS AND METHODS FOR DIAGNOSING CANCER	14/007,586	9/25/2013	9,758,834	9/12/2017
NanoString Technologies, Inc.	METHODS AND APPARATUSES FOR GENE PURIFICATION AND IMAGING	14/948,776	11/23/2015	10,246,700	4/2/2019
NanoString Technologies, Inc.	METHODS AND APPARATUSES FOR GENE PURIFICATION AND IMAGING	16/272,073	2/11/2019	11,098,301	8/24/2021
NanoString Technologies, Inc., and Board of Regents, the University of Texas System	SIMULTANEOUS QUANTIFICATION OF A PLURALITY OF PROTEINS IN A USER-DEFINED REGION OF A CROSS-SECTIONED TISSUE	15/211,236	7/15/2016	10,501,777	12/10/2019
NanoString Technologies, Inc., and Board of Regents, The University of Texas System	SIMULTANEOUS QUANTIFICATION OF GENE EXPRESSION IN A USER-DEFINED REGION OF A CROSS-SECTIONED TISSUE	15/211,230	7/15/2016	10,640,816	5/5/2020
NanoString Technologies, Inc., and Board of Regents, The University of Texas System	SIMULTANEOUS QUANTIFICATION OF GENE EXPRESSION IN A USER-DEFINED REGION OF A CROSS-SECTIONED TISSUE	16/596,596	10/8/2019	11,708,602	7/25/2023

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date
NanoString Technologies, Inc.	A FLUORESCENT NUCLEIC ACID PROBE DETECTION CARTRIDGE ASSEMBLY UNIT	29/539,294	9/11/2015	D787,700	5/23/2017
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING SAME	15/819,151	11/21/2017	10,415,080	9/17/2019
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING SAME	16/559,755	9/4/2019	11,279,969	3/22/2022
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND USES THEREOF	17/476,707	9/16/2021	11,377,689	7/5/2022
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND USES THEREOF	17/476,712	9/16/2021	11,473,142	10/18/2022
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING SAME	16/411,394	5/14/2019	11,549,139	1/10/2023
NanoString Technologies, Inc.	SURVIVAL PREDICTOR FOR DIFFUSE LARGE B CELL LYMPHOMA	14/540,302	11/13/2014	9,970,059	5/15/2018
NanoString Technologies, Inc.	METHODS FOR IDENTIFYING, DIAGNOSING, AND PREDICTING SURVIVAL OF LYMPHOMAS	14/570,316	12/15/2014	10,370,715	8/6/2019
NanoString Technologies, Inc.	METHODS FOR IDENTIFYING, DIAGNOSING, AND PREDICTING SURVIVAL OF LYMPHOMAS	15/630,751	6/22/2017	10,697,975	6/30/2020

Grantor	Title	Application No.	Application Date	Registration No.	Registration Date
NanoString Technologies, Inc., and Hoffmann-La Roche Inc.	OBINUTUZUMAB TREATMENT OF A DLBCL PATIENT SUBGROUP	16/784,021	2/6/2020	11,597,772	3/7/2023
NanoString Technologies, Inc.	SURVIVAL PREDICTOR FOR DIFFUSE LARGE B CELL LYMPHOMA	15/965,510	4/27/2018	11,028,444	6/8/2021
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING SAME	18/179,684	3/7/2023	11,821,026	11/21/23

PATENT APPLICATIONS

Grantor	Title	Application No.	Application Date
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USE	18/172,771	2/22/2023
NanoString Technologies, Inc.	SIMULTANEOUS QUANTIFICATION OF GENE EXPRESSION IN A USER-DEFINED REGION OF A CROSS-SECTIONED TISSUE	18/331,043	6/7/2023
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING SAME	18/069,565	12/21/2022
NanoString Technologies, Inc.	SYSTEMS AND METHODS FOR SPATIAL MAPPING OF EXPRESSION PROFILING	17/768,625	10/16/2020
NanoString Technologies, Inc., and Lam Research Corporation	BIOASSAY SUBSTRATE HAVING FIDUCIAL DOMAINS AND METHODS OF MANUFACTURE THEREOF	17/996,887	10/21/2022

NanoString Technologies, Inc.	COMPOSITIONS AND METHODS FOR IN SITU SINGLE CELL ANALYSIS USING ENZYMATIC NUCLEIC ACID EXTENSION	18/010,873	12/16/2022
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING THE SAME	18/245,589	03/16/2023
NanoString Technologies, Inc.	METHODS, SYSTEMS AND DEVICES FOR PROCESSING SEQUENCE DATA	18/030,889	04/07/2023
NanoString Technologies, Inc.	ANALYSIS OF NUCLEIC ACIDS ASSOCIATED WITH SINGLE CELLS USING NUCLEIC ACID BARCODES	17/842,966	6/17/2022
NanoString Technologies, Inc.	ANALYSIS OF NUCLEIC ACIDS ASSOCIATED WITH SINGLE CELLS USING NUCLEIC ACID BARCODES	17/842,968	6/17/2022
NanoString Technologies, Inc.	ASSAY FOR RECOMBINASE ACCESSIBLE CHROMATIN AND RELATED COMPOSITIONS AND METHODS	63/490,865	3/17/2023
NanoString Technologies, Inc.	ASSAY FOR RECOMBINASE ACCESSIBLE CHROMATIN AND RELATED COMPOSITIONS AND METHODS	63/490,868	3/17/2023
NanoString Technologies, Inc.	ASSAY FOR RECOMBINASE ACCESSIBLE CHROMATIN AND RELATED COMPOSITIONS AND METHODS	63/490,871	3/17/2023
NanoString Technologies, Inc.	ASSAY FOR RECOMBINASE ACCESSIBLE CHROMATIN AND RELATED COMPOSITIONS AND METHODS	63/490,873	3/17/2023
NanoString Technologies, Inc.	NUCLEIC ACID PROBES FOR COMBINED SEQUENCING AND SPATIAL ANALYSIS	63/490,858	3/17/2023
NanoString Technologies, Inc.	NUCLEIC ACID PROBES FOR COMBINED SEQUENCING AND SPATIAL ANALYSIS	63/490,860	3/17/2023

NanoString Technologies, Inc.	METHODS FOR DETECTING TARGET NUCLEIC ACIDS IN A SAMPLE	63/582,663	9/14/2023
NanoString Technologies, Inc.	METHODS FOR DETECTING TARGET NUCLEIC ACIDS IN A SAMPLE	63/582,665	9/14/2023
NanoString Technologies, Inc.	METHODS FOR DETECTING TARGET NUCLEIC ACIDS IN A SAMPLE	63/582,668	9/14/2023
NanoString Technologies, Inc.	SPATIAL BIOLOGY INFORMATICS INTERGRATION PORTAL WITH PROGRAMMABLE MACHINE LEARNING PIPELINE ORCHESTRATOR	63/348,936	6/3/2022
NanoString Technologies, Inc.	SPATIAL BIOLOGY INFORMATICS INTERGRATION PORTAL WITH PROGRAMMABLE MACHINE LEARNING PIPELINE ORCHESTRATOR	63/381,528	10/28/2022
NanoString Technologies, Inc.	SYSTEMS AND METHODS UTILIZING IMPROVED DEFINITION OF CELL BOUNDARIES IN BIOLOGICAL IMAGES	63/434,361	12/21/2022
NanoString Technologies, Inc.	SYSTEMS AND METHODS FOR CELLULAR SPATIAL ANALYSIS	63/578,444	8/24/2023
NanoString Technologies, Inc.	ROBUST CELL SEGMENTATION USING HIGH- PLEX PROTEIN AND TRANSCRIPT IMAGES	63/585,842	9/27/2023
NanoString Technologies, Inc., MacroGenics, Inc. and Nottingham Trent University	Bispecific CD123 x CD3 Diabodies for the Treatment of Hematologic Malignancies	17/290,061	4/29/2021

NanoString Technologies, Inc., and Board of Regents, the University of Texas System	SIMULTANEOUS QUANTIFICATION OF A PLURALITY OF PROTEINS IN A USER-DEFINED REGION OF A CROSS-SECTIONED TISSUE	16/596,587	10/8/2019
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND USES THEREOF	17/688,174	3/7/2022
NanoString Technologies, Inc.	CHEMICAL COMPOSITIONS AND METHODS OF USING SAME	17/699,849	3/21/2022
NanoString Technologies, Inc.	MOLECULAR GENE SIGNATURES AND METHODS OF USING SAME	17/054,204	11/10/2020
NanoString Technologies, Inc.	BIOMOLECULAR PROBES AND METHODS OF DETECTING GENE AND PROTEIN EXPRESSION	17/705,580	3/28/2022
NanoString Technologies, Inc.	GENE EXPRESSION ASSAY FOR MEASUREMENT OF DNA MISMATCH REPAIR DEFICIENCY	17/086,842	11/2/2020
NanoString Technologies, Inc.	METHODS, APPARATUSES, SYSTEMS AND DEVICES FOR MOBILE DIGITAL SPATIAL PROFILING OF PATHOLOGICAL SPECIMENS	17/413,674	6/14/2021
NanoString Technologies, Inc.	ANALYSIS OF NUCLEIC ACIDS ASSOCIATED WITH SINGLE CELLS USING NUCLEIC ACID BARCODES	16/402,626	5/3/2019

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