

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8383002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INVITAE CORPORATION	01/12/2024
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
Street Address:	185 ASYLUM STREET, 27TH FLOOR
Internal Address:	CITYPLACE I
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	18368375
Application Number:	18449557
Application Number:	63471575
Application Number:	63505342
Application Number:	63579939
CORRESPONDENCE DATA	
Fax Number:	(212)291-9868
<i>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.</i>	
Phone:	(212) 558-4229
Email:	demarcor@sullcrom.com, maken@sullcrom.com
Correspondent Name:	RAFFAELE A. DEMARCO
Address Line 1:	125 BROAD STREET
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NAME OF SUBMITTER:	RAFFAELE DEMARCO
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	01/16/2024
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 12, 2024, 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.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of March 7, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Indenture”), by and among INVITAE CORPORATION (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 4.5% Convertible Senior Secured Notes due 2028;

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 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, (i) the collateral grant provided in this Section 2 shall not be construed as an assignment of any of the foregoing assets or property and (ii) 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. Nothing in this Patent Security Agreement limits the Security Agreement and, in case of any conflict, the Security Agreement prevails.

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. To the extent the Patent Collateral constitutes Material IP, 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.

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.

[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.

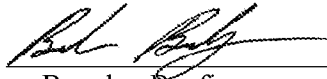
INVITAE CORPORATION  
as Grantor

DocuSigned by:  
*Tom Brida*  
By: \_\_\_\_\_  
Name: Tom Brida  
Title: General Counsel and Secretary

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

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

By:   
Name: Brandon Bonfig  
Title: Vice President

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Applications

PATENT APPLICATIONS

Application Title	Country	Patent No.	Issue Date	Application No.	Filing Date	Status	Owner
Molecular evidence platform for auditable, continuous optimization of variant interpretation in genetic and genomic testing and analysis	US	N/A	N/A	18/368,375	14-Sep-2023	Pending	Invitae Corporation
Methods, systems and processes of identifying genetic variations	US	N/A	N/A	18/449,557	14-Aug-2023	Pending	Invitae Corporation
Genetic prevalence estimator using panel distance	US	N/A	N/A	63/471,575	07-Jun-2023	Pending	Invitae Corporation
Reference-free imputation of targeted next-generation sequence datasets	US	N/A	N/A	63/505,342	31-May-2023	Pending	Invitae Corporation
Methods and systems for variant classification	US	N/A	N/A	63/579,939	31-Aug-2023	Pending	Invitae Corporation