

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nodality, Inc.		11/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4335120	MYPROFILE	
Registration Number:	3510705	NODALITY	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2066234-0006		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	11/16/2015		
Total Attachments: 12			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of November 12, 2015, is made by and between Nodality, Inc., a Delaware corporation having a business location at the address set forth below next to its signature (the "Company"), and Ares Capital Corporation, a Maryland corporation ("Ares"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and Ares are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated as of April 25, 2014, setting forth the terms on which Ares may now or hereafter extend credit to or for the account of Company.

B. Company and Ares intend to amend the Loan Agreement pursuant to that certain Forbearance Agreement and Amendment to Loan and Security Agreement, dated as of even date herewith ("Current Amendment").

C. As a condition to the effectiveness of the Current Amendment and the extension of credit to or for the account of Company under the Loan Agreement, Ares has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to Ares a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of all obligations of Company to Ares under the Loan Agreement. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Ares with a replacement Exhibit A, which upon acceptance by Ares shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Ares with a replacement Exhibit B, which upon acceptance by Ares shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate of Company owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any such Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Ares of such item(s) and cause such Affiliate to execute and

deliver to Ares a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to (or a licensee interest in) each such Patent or Trademark free and clear of all liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Ares' prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Ares: (i) sufficient written notice, of at least 30 days, to allow Ares to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Ares' Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Ares gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Ares that it intends to abandon a Patent or Trademark, Ares may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Ares' option, in Ares' own name) and may (but need not) take any and all other actions which Ares may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Ares on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Ares in connection with or as a result of Ares' taking action

under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Ares at the rate applicable during the existence of an Event of Default.

(k) **Power of Attorney.** To facilitate Ares' taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Ares, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Ares, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all obligations of Company under the Loan Agreement.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Ares may, at its option, take any or all of the following actions:

(a) Ares may exercise any or all remedies available under the Loan Agreement.

(b) Ares may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Ares may enforce the Patents and Trademarks and any licenses thereunder, and if Ares shall commence any suit for such enforcement, Company shall, at the request of Ares, do any and all lawful acts and execute any and all proper documents required by Ares in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Ares. A waiver signed by Ares shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Ares' rights or remedies. All rights and remedies of Ares shall be cumulative and may be exercised singularly or concurrently, at Ares' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Ares shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Ares and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Ares, and Company waives notice of Ares' acceptance hereof. Ares may execute this Agreement if appropriate for the purpose of filing, but the failure of Ares to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of the Company and Ares with respect to the Patents and Trademarks shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Nodality, Inc.
170 Harbor Way, Suite 200
South San Francisco, CA 94080

NODALITY, INC.

By Kathy LaPorte
Kathy LaPorte
Its President and Chief Executive Officer

Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, NY 10167

ARES CAPITAL CORPORATION

By 

Name:

Scott Lem

Title:

Authorized Signatory

EXHIBIT A

Country	Appl. Number	Filing Date	Patent Number	Issue Date	Title
UNITED STATES ISSUED PATENTS					
United States of America	13/493,857	06/11/12	9,182,385	11/10/15	METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	12/460,029	07/10/09	8,227,202	07/24/12	METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	13/473,829	05/17/12	8,778,620	07/15/14	METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	12/910,769	10/22/10	8,399,206	03/19/13	METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	12/606,869	10/27/09	9,034,257	5/19/15	HIGH THROUGHPUT FLOW CYTOMETRY SYSTEM AND METHOD
United States of America	12/730,170	03/23/10	8,242,248	08/14/12	KITS FOR MULTIPARAMETRIC PHOSPHO ANALYSIS
United States of America	13/083,156	04/08/11	8,273,544	09/25/12	METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	12/293,081	06/11/09	8,214,157	07/03/12	METHOD AND APPARATUS FOR REPRESENTING MULTIDIMENSIONAL DATA
UNITED STATES PATENT APPLICATIONS					
United States of America	14/574,277	12/17/14			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	14/825,486	08/13/15			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	13/566,991	08/03/12			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	14/279,905	05/16/14			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	14/572,317	12/16/14			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	14/843,801	09/02/15			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT

Country	Appl. Number	Filing Date	Patent Number	Issue Date	Title
United States of America	14/667,388	03/24/15			HIGH THROUGHPUT FLOW CYTOMETRY SYSTEM AND METHOD
United States of America	14/294,592	06/03/14			METHODS FOR DETERMINING THE EFFECTS OF COMPOUNDS ON JAK/STAT ACTIVITY
United States of America	14/814,398	07/30/15			METHODS FOR DIAGNOSIS, PROGNOSIS AND TREATMENT
United States of America	13/900,170	05/22/13			MULTIPLE MECHANISMS FOR MODULATION OF THE P13 KINASE PATHWAY
United States of America	13/958,285	08/02/13			ANALYSIS OF NODES IN CELLULAR PATHWAYS
United States of America	12/877,998	09/08/10			ANALYSIS OF CELL NETWORKS
United States of America	14/450,639	08/04/14			KITS FOR MULTIPARAMETRIC PHOSPHO ANALYSIS
United States of America	14/450,639	08/04/14			KITS FOR MULTIPARAMETRIC PHOSPHO ANALYSIS
United States of America	14/014,110	08/29/13			METHOD AND APPARATUS FOR REPRESENTING MULTIDIMENSIONAL DATA
United States of America	13/384,181	01/13/12			PATHWAYS CHARACTERIZATION OF CELLS
United States of America	13/636,627	10/08/12			HYPER-SPATIAL METHODS FOR MODELING BIOLOGICAL EVENTS
United States of America	14/036,216	09/25/13			METHOD FOR MONITORING VACCINE RESPONSE USING SINGLE CELL NETWORK PROFILING
United States of America	14/072,623	11/05/13			BENCHMARKS FOR NORMAL CELL IDENTIFICATION
United States of America	13/821,539	10/02/13			BENCHMARKS FOR NORMAL CELL IDENTIFICATION
United States of America	13/645,325	10/04/12			METHODS FOR DIAGNOSING SOLID TUMORS
United States of America	13/673,213	11/09/12			PROCESS FOR ENSURING CONSISTENCY AND REPRODUCIBILITY OF A DIAGNOSTIC OR RESEARCH METHOD
United States of America	13/801,420	03/13/13			PATHWAY CHARACTERIZATION OF CELLS
United States of America	14/011,715	08/27/13			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	14/073,692	11/06/13			INDUCED INTERCELLULAR COMMUNICATION
United States of America	14/086,922	11/21/13			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United States of America	14/193,746	02/28/14			COMPOSITIONS AND METHODS FOR AUTOIMMUNE DISEASE

Country	Appl. Number	Filing Date	Patent Number	Issue Date	Title
United States of America	14/837,902	27-Aug-2015			METHODS AND COMPOSITIONS FOR SYSTEMIC LUPUS ERYTHEMATOSUS
United States of America	60/110,243	01/30/15			METHODS AND COMPOSITIONS FOR FUNCTIONAL ANALYSIS OF NATURAL KILLER CELLS
United States of America	62/242,901	10/16/15			METHODS AND COMPOSITIONS FOR IMMUNOMODULATION
FOREIGN ISSUED PATENTS					
United Kingdom	1020176.2	04/29/09	GB2474146	04/10/13	METHODS OF DETERMINING THE HEALTH STATUS OF AN INDIVIDUAL
FOREIGN PATENT APPLICATIONS					
Patent Cooperation Treaty	PCT/US2014/062461	27-Oct-2014			METHODS AND COMPOSITIONS FOR IMMUNOMODULATION
Patent Cooperation Treaty	PCT/US2013/071354	11/21/13			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
Patent Cooperation Treaty	PCT/US2013/045273	06/11/13			PATHWAY CHARACTERIZATION OF CELLS
Patent Cooperation Treaty	PCT/US2014/019672	02/28/14			COMPOSITIONS AND METHODS FOR AUTOIMMUNE DISEASE
European Patent Convention	11793201.2	06/09/11			PATHWAYS CHARACTERIZATION OF CELLS
European Patent Convention	10816046.6	09/08/10			ANALYSIS OF CELL NETWORKS
European Patent Convention	09790295.1	07/10/09			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
European Patent Convention	08795509.2	08/21/08			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
European Patent Convention	14189449.3	08/21/08			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
European Patent Convention	13803712.2	06/11/13			PATHWAY CHARACTERIZATION OF CELLS
European Patent Convention	13833328.1	08/27/13			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
European Patent Convention	13853571.1	11/06/13			INDUCED INTERCELLULAR COMMUNICATION
Australia	2008289442	08/21/08			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT

Country	Appl. Number	Filing Date	Patent Number	Issue Date	Title
Canada	2,696,402	08/21/08			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
Japan	2010-521884	08/21/08			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
United Kingdom	1508380.1	10/20/10			METHODS FOR DIAGNOSIS, PROGNOSIS AND METHODS OF TREATMENT
China (People's Republic)	201080047909.2	09/08/10			ANALYSIS OF CELL NETWORKS
Australia	2011264714	06/09/11			PATHWAYS CHARACTERIZATION OF CELLS
Canada	2,801,501	06/09/11			PATHWAYS CHARACTERIZATION OF CELLS
Italy	TO2011A000233	03/14/11			IN VITRO METHOD FOR DIAGNOSIS, PROGNOSIS, AND TREATMENT OF HEMATOPOIETIC DISORDERS

EXHIBIT B

TRADEMARKS

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Case Status
UNITED STATES TRADEMARK APPLICATIONS / REGISTRATIONS						
MYPROFILE	United States of America	77/791,186	7/28/2009	4,335,120	5/14/2013	Registered
NODALITY	United States of America	77/204,773	6/13/2007	3,510,705	10/7/2008	Registered
FOREIGN TRADEMARK APPLICATIONS / REGISTRATIONS						
NODALITY	Australia	1210418	11/15/2007	1210418	3/31/2008	Registered
MYPROFILE	Australia	1,028,503	1/27/2010	1,028,503	2/25/2010	Registered
NODALITY	Canada	1705242	12/1/2014			Pending
NODALITY	Canada	1373686	11/27/2007	TMA892187	12/12/2014	Registered
NODALITY	China	6433160	12/12/2007	6433160	7/7/2010	Registered
NODALITY	China	6433161	12/12/2007	6433161	4/14/2010	Registered
MYPROFILE	China	1,028,503	1/27/2010	1,028,503	2/25/2010	Registered
NODALITY	European Community	006448955	11/19/2007	006448955	11/27/2008	Registered
MYPROFILE	European Community	008843906	1/28/2010	008843906	7/27/2010	Registered
NODALITY	India	1630042	12/11/2007	1630042	2/28/2012	Registered
MYPROFILE	India	1914590	1/28/2010			Pending
NODALITY	Japan	2007-116014	11/15/2007	5203107	2/6/2009	Registered
MYPROFILE	Japan	1,028,503	1/27/2010	1,028,503	2/25/2010	Registered
NODALITY	Switzerland	63938/2007	12/7/2007	570441	4/14/2008	Registered