

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROMPT GENOMICS LLC		11/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION		
Street Address:	WEST SIDE FLATS ST. PAUL		
Internal Address:	60 LIVINGSTON AVENUE		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5905525	PROMPT PROSTATE GENETIC SCORE	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	11/04/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 2, 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.

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 Trademark 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 Trademark 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 “Trademark Collateral”):
 - (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Trademark 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 Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. Nothing in this Trademark 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 Trademarks, the preceding Security Agreement shall automatically apply thereto.

5. Grantor Remains Liable. To the extent the Trademark 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 Trademarks and IP Ancillary Rights subject to a security interest hereunder.

6. Counterparts. This Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROMPT GENOMICS LLC
as Grantor

DocuSigned by:
Tom Brida
By: _____
Name: Tom Brida
Title: General Counsel and Secretary

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

[Signature Page to Trademark Security Agreement – Prompt Genomics LLC]

TRADEMARK
REEL: 008250 FRAME: 0093

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Image	Owner
US	Prompt Prostate Genetic Score	88237422	20-Dec-2018	5905525	05-Nov-2019		Prompt Genomics LLC