

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NanoString Technologies, Inc.		11/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association		
Street Address:	1420 5th Avenue		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6130492	3D BIOLOGY	
Registration Number:	6246155	GEOMX	
Registration Number:	5945133	GEOMX	
Registration Number:	3599187	MOLECULES THAT COUNT	
Registration Number:	3415132	NANOSTRING	
Registration Number:	3857158	NANOSTRING	
Registration Number:	5147159	NANOSTRING	
Registration Number:	6190117	NANOSTRING	
Registration Number:	5537412	NANOSTRING	
Registration Number:	5921898	NANOSTRING	
Registration Number:	3254020	NANOSTRING TECHNOLOGIES	
Registration Number:	4122496	NANOSTRING TECHNOLOGIES	
Registration Number:	3412062	NCOUNTER	
Registration Number:	3861154	NCOUNTER	
Registration Number:	3414964	NCOUNTER	
Registration Number:	5105616	NCOUNTER	
Registration Number:	5124745	NCOUNTER SPRINT	
CORRESPONDENCE DATA			

CH \$440.00 6130492

Fax Number: 9494754754

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: 6

source=Nitro - Trademark Security Agreement (Executed)#page1.tif

source=Nitro - Trademark Security Agreement (Executed)#page2.tif

source=Nitro - Trademark Security Agreement (Executed)#page3.tif

source=Nitro - Trademark Security Agreement (Executed)#page4.tif

source=Nitro - Trademark Security Agreement (Executed)#page5.tif

source=Nitro - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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 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 to the extent not defined in the Indenture, as they are defined in the 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 providing for the grant by or to such Grantor of any right under any Trademark, 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, 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, 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 Trademark 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 Trademarks, 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 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

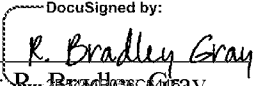
7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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, as if such rights, privileges, indemnities and immunities were set forth herein.

[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.

NanoString Technologies, Inc., as a Grantor

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

ACCEPTED AND AGREED
as of the date first above written:

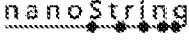
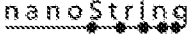

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

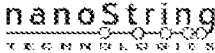
By: 
Name: Richard Krupske
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Trademark	Class	App. Date App. No.	Reg. Date Reg. No
NanoString Technologies, Inc.	3D BIOLOGY	42	Aug 14 2015 86725279	Aug 18 2020 6130492
NanoString Technologies, Inc.	GEOMX	9,42	Feb 5 2019 88289871	Jan 12 2021 6246155
NanoString Technologies, Inc.	GEOMX	1, 9, 10, 42	May 9 2018 87982200	Dec 24 2019 5945133
NanoString Technologies, Inc.	MOLECULES THAT COUNT	1	May 21 2007 77186531	Mar 31 2009 3599187
NanoString Technologies, Inc.	NANOSTRING	1	Nov 22 2006 77049982	Apr 22 2008 3415132
NanoString Technologies, Inc.	NANOSTRING	5	Nov 22 2006 77049998	Oct 5 2010 3857158
NanoString Technologies, Inc.	NANOSTRING	9, 10, 42	Jan 9 2015 86500106	Feb 21 2017 5147159
NanoString Technologies, Inc.	NANOSTRING (AND DESIGN) 	10	Mar 28 2017 87388815	Nov 3 2020 6190117
NanoString Technologies, Inc.	NANOSTRING (AND DESIGN) 	1, 5, 42	Mar 28 2017 87977815	Aug 7 2018 5537412
NanoString Technologies, Inc.	NANOSTRING (AND DESIGN) 	9	Mar 28 2017 87982071	Nov 26 2019 5921898
NanoString Technologies, Inc.	NANOSTRING TECHNOLOGIES	42	Sep 26 2002 76454807	Jun 19 2007 3254020

NanoString Technologies, Inc.	NANOSTRING TECHNOLOGIES (AND DESIGN) 	1, 5, 9, 42	Aug 11 2010 85105562	Apr 3 2012 4122496
NanoString Technologies, Inc.	NCOUNTER	1	Sep 26 2006 77007708	Apr 15 2008 3412062
NanoString Technologies, Inc.	NCOUNTER	5	Sep 26 2006 77007714	Oct 12 2010 3861154
NanoString Technologies, Inc.	NCOUNTER	42	Sep 26 2006 77007722	Apr 22 2008 3414964
NanoString Technologies, Inc.	NCOUNTER	9, 10	Jan 10 2015 86500255	Dec 20 2016 5105616
NanoString Technologies, Inc.	NCOUNTER SPRINT	1, 5, 9	Aug 4 2014 86357017	Jan 17 2017 5124745

TRADEMARK APPLICATIONS

None.