

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Exagen Diagnostics, Inc.		01/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tullis-Dickerson Capital Focus III, L.P.
Composed Of:	COMPOSED OF Tullis-Dickerson Partners III, L.L.C., its general partner
Street Address:	Two Greenwich Plaza, 4th Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78969309	EXAGEN
Serial Number:	78969353	EXAGEN
Serial Number:	78969330	EXAGEN
Serial Number:	78969459	EXAGEN
Serial Number:	78969453	EXAGEN
Serial Number:	78969430	EXAGEN
Serial Number:	78969400	EXAGEN BC
Serial Number:	78969419	EXAGEN BC
Serial Number:	78969386	EXAGEN BC
Serial Number:	78969899	EXAGEN BC
Serial Number:	78969893	EXAGEN BC
Serial Number:	78969886	EXAGEN BC
Serial Number:	78969361	EXAGEN DIAGNOSTICS

CH \$540.00 78969309

Serial Number:	78969374	EXAGEN DIAGNOSTICS
Serial Number:	78969380	EXAGEN DIAGNOSTICS
Serial Number:	78969874	EXAGEN DIAGNOSTICS
Serial Number:	78969847	EXAGEN DIAGNOSTICS
Serial Number:	78969867	EXAGEN DIAGNOSTICS
Serial Number:	78703617	PGA FISH
Serial Number:	78703609	PGA FISH
Serial Number:	78528361	PGA FISH

CORRESPONDENCE DATA

Fax Number: (214)855-4300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jmuennink@jenkens.com

Correspondent Name: Cathryn A. Berryman

Address Line 1: 1445 Ross Avenue, Suite 3700

Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	69299-2
NAME OF SUBMITTER:	Cathryn A. Berryman
Signature:	/Cathryn A. Berryman/
Date:	02/02/2007

Total Attachments: 13

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
(Exagen Diagnostics, Inc.)

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of January 26, 2007, is executed by and between Exagen Diagnostics, Inc., a Delaware corporation ("Debtor") and Tullis-Dickerson Capital Focus III, L.P., in its capacity as administrative agent ("Secured Party") pursuant to the Security Agreement described below.

RECITALS:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of January 26, 2007, between Debtor and Secured Party (the "Security Agreement"), Debtor has granted to Secured Party, for the benefit of itself and certain lenders, a continuing lien on and security interest in all intellectual property of Debtor including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired trademarks and trademark licenses, and all products and proceeds thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party, for the benefit of itself and certain lenders, a lien on and continuing security interest in all of Debtor's right, title and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 1 attached hereto, and (ii) all renewals thereof (collectively, "Trademarks");

(b) all agreements, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark (collectively, "Trademark Licenses"); and

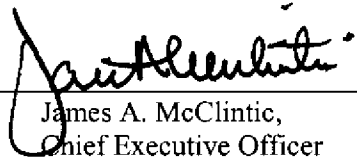
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or breach of any Trademark or Trademark License.

The lien and security interest contained in this Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of itself and certain lenders, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests 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.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 26 day of January, 2007.

DEBTOR:

EXAGEN DIAGNOSTICS, INC.

By:  _____
James A. McClintic,
Chief Executive Officer

SECURED PARTY:

TULLIS-DICKERSON CAPITAL FOCUS III, L.P.

By: Tullis-Dickerson Partners III, L.L.C.,
its general partner

By: _____
Thomas P. Dickerson, Principal

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the ~~31~~ day of January, 2007.

DEBTOR:

EXAGEN DIAGNOSTICS, INC.

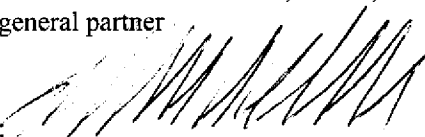
By: _____

James A. McClintic,
Chief Executive Officer

SECURED PARTY:

TULLIS-DICKERSON CAPITAL FOCUS III, L.P.

By: Tullis-Dickerson Partners III, L.L.C.,
its general partner

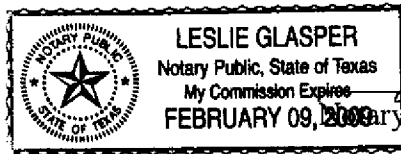
By:  _____

Thomas P. Dickerson, Principal

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 26th day of January, 2007, by James A. McClintic, as Chief Executive Officer of Exagen Diagnostics, Inc., a Delaware corporation, on behalf of such entity.

{Seal}



Leslie Glasper
Notary Public in and for the State of Texas

My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of January, 2007, by Thomas P. Dickerson, Principal of Tullis-Dickerson Partners III, L.L.C., the general partner of Tullis-Dickerson Capital Focus III, L.P., a Delaware limited partnership, on behalf of such entity.

{Seal}

Notary Public in and for the State of Connecticut

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this ____ day of January, 2007, by James A. McClintic, as Chief Executive Officer of Exagen Diagnostics, Inc., a Delaware corporation, on behalf of such entity.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

STATE OF CONNECTICUT)
)
COUNTY OF Fairfield)

This instrument was acknowledged before me this 26th day of January, 2007, by Thomas P. Dickerson, Principal of Tullis-Dickerson Partners III, L.L.C., the general partner of Tullis-Dickerson Capital Focus III, L.P., a Delaware limited partnership, on behalf of such entity.

{Seal}

Regina M. Lugo

Notary Public in and for the State of Connecticut
REGINA M. LUGO
NOTARY PUBLIC
MY COMMISSION EXPIRES 9/30/2009

My commission expires: 9/30/2009

Schedule 1

See attached list.

Trademark List by Owner

Case Number/Subcase Trademark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
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EXAGEN	06-710-CL5 United States of America	78/969309 07-Sep-2006		DSH AFB <i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
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EXAGEN	06-710-CL42 United States of America	78/969353 07-Sep-2006		DSH AFB <i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
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EXAGEN	06-710-CL9 United States of America	78/969330 07-Sep-2006		DSH AFB <i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
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EXAGEN (Stylized)	06-711-CL42 United States of America	78/969459 07-Sep-2006		DSH AFB <i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
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Trademark List by Owner

Case Number/Subcase Trademark	Owner	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
EXAGEN (Stylized)	EXAG Exagen Corporation	06-711-CL9 United States of America	78/969453 07-Sep-2006		<i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
EXAGEN (Stylized)	EXAG Exagen Corporation	06-711-CL5 United States of America	78/969430 07-Sep-2006		<i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
EXAGEN BC	EXAG Exagen Corporation	06-714-CL9 United States of America	78/969400 07-Sep-2006		<i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending
EXAGEN BC	EXAG Exagen Corporation	06-714-CL42 United States of America	78/969419 07-Sep-2006		<i>Attorney(s):</i> DSH AFB <i>Agent Ref:</i> <i>Division Ref:</i>	Pending

Trademark List by Owner

Case Number/Subcase Trademark	Owner	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
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EXAGEN BC		06-714-CL5 United States of America	78/969386 07-Sep-2006		Attorney(s): DSH AFB Agent Ref: Division Ref:	Pending
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EXAGEN BC (Stylized)		06-715-CL42 United States of America	78/969899 08-Sep-2006		Attorney(s): DSH AFB Agent Ref: Division Ref:	Pending
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EXAGEN BC (Stylized)		06-715-CL9 United States of America	78/969893 08-Sep-2006		Attorney(s): DSH AFB Agent Ref: Division Ref:	Pending
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EXAGEN BC (Stylized)		06-715-CL5 United States of America	78/969886 08-Sep-2006		Attorney(s): DSH AFB Agent Ref: Division Ref:	Pending
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Owner: EXAG Exagen Corporation

Case Number/Subcase
Trademark

Registration Number/Date	Status Number/Date	Next Renewal
78/969361 07-Sep-2006	DSH AFB	Pending

EXAGEN DIAGNOSTICS

Class(es): United States of America
Agent Name: Exagen Corporation
Division: Exagen Corporation

Attorney(s): DSH AFB
Agent Ref:
Division Ref:

EXAGEN DIAGNOSTICS

Class(es): United States of America
Agent Name: Exagen Corporation
Division: Exagen Corporation

Attorney(s): DSH AFB
Agent Ref:
Division Ref:

EXAGEN DIAGNOSTICS

Class(es): United States of America
Agent Name: Exagen Corporation
Division: Exagen Corporation

Attorney(s): DSH AFB
Agent Ref:
Division Ref:

EXAGEN DIAGNOSTICS (Stylized)

Class(es): 42 Int.
United States of America
Agent Name: Exagen Corporation
Division: Exagen Corporation

Attorney(s): DSH AFB
Agent Ref:
Division Ref:

Trademark List by Owner

Owner: EXAG Exagen Corporation

Case Number/Subcase
Trademark

EXAGEN DIAGNOSTICS (Stylized)

Application
Country Name
06-713-CL5
United States of America
Class(es): 05 Int.
Agent Name:
Division: Exagen Corporation

Publication
Number/Date
78/969847
08-Sep-2006

Registration
Number/Date
Attorney(s): DSH AFB
Agent Ref:
Division Ref:

Status
Number/Date
Next Renewal
Pending

EXAGEN DIAGNOSTICS (Stylized)

Application
Country Name
06-713-CL9
United States of America
Class(es): 09 Int.
Agent Name:
Division: Exagen Corporation

Publication
Number/Date
78/969867
08-Sep-2006

Registration
Number/Date
Attorney(s): DSH AFB
Agent Ref:
Division Ref:

Status
Number/Date
Next Renewal
Pending

Trademark List by Owner

Case Number/Subcase Trademark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
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PGA FISH

05-312-B
 United States of America
 78/703617
 30-Aug-2005

Class(es): 10 Int.
Agent Name: Exagen Corporation
Division: Exagen Corporation
Attorney(s): DSH AFB
Agent Ref:
Division Ref:

Pending

Trademark List by Owner

Case Number/Subcase
Trademark

PGA FISH

Application
Country Name
05-312-A
United States of America

Class(es): 01 Int.
Agent Name:
Division: Exagen Corporation

Publication
Number/Date
78/703609
30-Aug-2005

Registration
Number/Date
07-Nov-2006

Attorney(s): DSH AFB
Agent Ref:
Division Ref:

Status
Number/Date
Next Renewal
Published

PGA FISH

Application
Country Name
05-312
United States of America

Class(es): 05 Int.
Agent Name:
Division: Exagen Corporation

Publication
Number/Date
78/528361
07-Dec-2004

Registration
Number/Date
22-Nov-2005

Attorney(s): DSH AFB
Agent Ref:
Division Ref:

Status
Number/Date
Next Renewal
Published