

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
NANOSTRING TECHNOLOGIES, INC.		10/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77186544	MOLECULES THAT COUNT
Serial Number:	77186538	MOLECULES THAT COUNT
Serial Number:	77186531	MOLECULES THAT COUNT
Serial Number:	77049998	NANOSTRING
Serial Number:	77007722	NCOUNTER
Serial Number:	77007714	NCOUNTER
Serial Number:	77007708	NCOUNTER
Serial Number:	76454807	NANOSTRING TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com

CH \$215.00 77186544

Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1328 NANOSTRING
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/17/2007

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 1, 2007 by and between COMERICA BANK ("Bank") and NANOSTRING TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any rights of Borrower as a licensee to the extent the granting of a security interest therein (i) is contrary to applicable law, provided that upon the termination, lapsing or cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral, or (ii) is prohibited by or would constitute a default under any agreement or document governing such rights (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code), provided that upon the termination, lapsing or cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

201 Elliot Avenue West, Suite 300
Seattle, WA 981119

Attn: Chief Executive Officer

NANOSTRING TECHNOLOGIES, INC.

By: Wayne Buss

Title: CTO

BANK:

COMERICA BANK

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

By: [Signature]

Title: SVP

EXHIBIT A

Copyrights

Description	Registration Number and Registration Date
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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SEE ATTACHED THREE (3) PAGES
SUMMARIZING PATENT APPLICATION
FILINGS

NANOSTRING TECHNOLOGIES — U.S. PATENT APPLICATIONS

August 23, 2007

<u>Docket</u>	<u>JD CAM</u>	<u>Pat Type</u>	<u>Related</u>	<u>Inventor</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Title</u>	<u>Status</u>	<u>Att'y</u>
11616-004-999	488481-999002			Dimitrov, K.	09/898,743	7/3/01	Methods for Detection and Quantification of Analytes in Complex Mixtures	Amendment due 8/10/07, ext. 11/10/07; published as 2003-0013091 on 1/16/03 assignee: The Institute for Systems Biology Reel/frame: 012467/0947	AMA MSA
11616-006-888	488481-888004	PROV		Geiss, G. Ferre, S. Webster, P. Dunaway, D. Dimitrov, K.	60/753,758	12/23/05	Nanoreporters and Methods of Manufacturing and Use Thereof	Expired see 11616-032-228, 11616-032-999 and 11616-033-228	AMA MSA
11616-011-999	488481-999010			Not named			Method of Translation Stretching of DNA	Not yet filed	AMA MSA
11616-013-888	488481-888012	PROV		Hwang, J.-N. Mitton, J.	60/802,862	5/22/06	System and Methods for Analyzing Nanoreporters	Expired See 11616-035-228 and 11616-035-999	AMA BXL RCR
11616-014-888	488481-888014	PROV		Ferre, S. Dunaway, D.	60/753,816	12/23/05	Compositions Comprising Oriented, Immobilized Macromolecules and Methods for Their Preparation	Expired see 11616-014-228 and 11616-014-999	AMA RRP
11616-014-999	488481-999014		11616-014-888	Ferre, S. Dunaway, D.	11/645,270	12/22/06	Compositions Comprising Oriented, Immobilized Macromolecules and Methods for Their Preparation	Awaiting Office Action; Response to Notice to File Missing Parts filed 8/22/07	AMA RRP
11616-015-999	488481-999015			Not named			Methods of Multifunctional Complex Purification	Not yet filed	AMA RRP
11616-019-888	488481-888016	PROV	11616-006-888	Geiss, G. Ferre, S. Webster, P. Dunaway, D. Dimitrov, K.	60/843,528	9/8/06	Nanoreporters and Methods of Manufacturing and Use Thereof	Expires 9/8/07 see 11616-032-228 and 11616-033-228	AMA MSA

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REEL: 003641 FRAME: 0752

<u>Docket</u>	<u>JD CAM</u>	<u>Pat Type</u>	<u>Related</u>	<u>Inventor</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Title</u>	<u>Status</u>	<u>Atty</u>
11616-020-888	488481-888015	PROV		Not named			Compositions Comprising Oriented, Immobilized Macromolecules and Methods for Their Preparation	Not yet filed	AMA MSA
11616-021-999	488481-999TBA	NS	11616-009-228	Dimitrov, K. Dunaway, D.	10/542,458	1/26/07 PCT filed 7/3/02	Methods for Detection and Quantification of Analytes in Complex Mixtures	Awaiting Office Action; published as 2007-0166708 on 7/19/07; Response to Notice of Missing Requirements filed 1/26/07; Petition to Revive International Application Designating US Abandoned Unintentionally granted 3/17/06	AMA MSA
11616-030-888	488481-888025	PROV		Not named			Nanoreporters and Methods of Manufacturing and Use Thereof	Not yet filed	AMA MSA
11616-034-888	488481-888028	PROV		Dahl, T. Geiss, G. Davidson, E.	60/922,817	4/10/07	Methods and Computer Systems for Identifying Target Specific Sequences for Use in Nanoreporters	Expires 4/10/08	AMA MSA
11616-035-999	488481-999035		11616-013-888	Hwang, J.-N. Milton, J.	11/805,273	5/21/07	Systems and Methods for Analyzing Nanoreporters	Response to Notice to File Missing Parts due 8/21/07, ext. 12/21/07	AMA RCR
11616-036-888	488481-888035	PROV		Not named			Nanoreporters for Protein Detection	Not yet filed	AMA MSA
11616-037-888	488481-888036	PROV		Not named			Nanoreporters for Detection of Single Nucleotide Polymorphisms	Not yet filed	AMA MSA
11616-038-888	488481-888038	PROV		Dahl, T. Webster, P.			Algorithms for designing synthetic nucleic acids	Not yet filed	AMA MSA

NANOSTRING TECHNOLOGIES - FOREIGN PATENT APPLICATIONS

August 29, 2007

<u>Foreign Docket</u>	<u>JD/CAM</u>	<u>Country</u>	<u>Application No.</u>	<u>Filed</u>	<u>Title</u>	<u>Status</u>	<u>Foreign Associate</u>
11616-009-001	488481-001003	Canada	2,452,712	7/3/02	Methods for Detection and Quantification of Analytes in Complex Mixtures	Pending; Request for Examination filed 6/22/07	Smart & Biggar
11616-009-007	488481-007003	Australia	2002327202	7/3/02	Methods for Detection and Quantification of Analytes in Complex Mixtures	Awaiting Examination; Request for Examination filed.	Allens Arthur Robinson
11616-009-012	488481-012003	Japan	2003-509840	7/3/02	Methods for Detection and Quantification of Analytes in Complex Mixtures	Awaiting Examination; Request for Examination filed 7/4/05; published as 2004-537301 on 12/16/04	Shusaku Yamamoto
11616-009-227	488481-227003	EP	02763230.6	7/3/02	Methods for Detection and Quantification of Analytes in Complex Mixtures	Pending; Response to Examination Report filed 8/24/07; published as 1448581 on 8/25/04	Uexkull & Stolberg
11616-009-228	488481-228003	PCT	PCT/US02/21278	7/3/02	Methods for Detection and Quantification of Analytes in Complex Mixtures	National Stage; published as WO 03/003810 on 1/16/03 prio: 11616-004-999	
11616-014-228	488481-228014	PCT	PCT/US2006/049279	12/22/06	Compositions Comprising Oriented, Immobilized Macromolecules and Methods for Their Preparation	Response to Written Opinion due 10/18/07; Demand (due 7/23/07) not filed; published as WO2007/076132 on 7/5/07; 30 mo. - 6/23/08 prio: 11616-014-888	
11616-032-228	488481-228026	PCT	PCT/US2006/049275	12/22/06	Nanoreporters and Methods of Manufacturing and Use Thereof	Demand (due 7/23/07) not filed; published as WO 2007/076129 on 7/5/07; 30 mo. - 6/23/08 prio: 11616-006-888 11616-019-888	
11616-033-228	488481-228027	PCT	PCT/US2006/049274	12/22/06	Nanoreporters and Methods of Manufacturing and Use Thereof	Demand (due 7/23/07) not filed; published as WO 2007/076128 on 7/5/07; 30 mo. - 6/23/08 prio: 11616-006-888 11616-019-888	
11616-035-228	488481-228035	PCT	PCT/US2007/012130	5/21/07	System and Methods for Analyzing Nanoreporters	Response to Invitation to Correct Defects/Provide Sequence Listing due 9/17/07; 19 mo. - 12/22/07; 30 mo. - 11/22/08 prio: 11616-013-888	

TRADEMARK
REEL: 003641 FRAME: 0754

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Molecules That Count	77/186,544	05/21/07
Molecules That Count	77/186,538	05/21/07
Molecules That Count	77/186,531	05/21/07
Nanostring	77/049,998	11/22/06
Nanostring	77/049,982	11/22/06
Ncounter	77/007,722	09/26/06
Ncounter	77/007,714	09/26/06
Ncounter	77/007,708	09/26/06
Nanostring Technologies	3,254,020	06/19/07