

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| Exagen Diagnostics, Inc. | | 10/01/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Tullis-Dickerson Capital Focus III, L.P. |
| Composed Of: | COMPOSED OF Tullis-Dickerson Partners III, L.L.C., the 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: 19

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 77142869 | COPERNA |
| Serial Number: | 78969353 | EXAGEN |
| Serial Number: | 78969309 | EXAGEN |
| Serial Number: | 78969330 | EXAGEN |
| Serial Number: | 78969459 | EXAGEN |
| Serial Number: | 78969453 | EXAGEN |
| Serial Number: | 78969430 | EXAGEN |
| Serial Number: | 78969386 | EXAGEN BC |
| Serial Number: | 78969419 | EXAGEN BC |
| Serial Number: | 78969400 | EXAGEN BC |
| Serial Number: | 78969899 | EXAGEN BC |
| Serial Number: | 78969893 | EXAGEN BC |
| Serial Number: | 78969886 | EXAGEN BC |

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|----------------|----------|--------------------|
| Serial Number: | 78969374 | EXAGEN DIAGNOSTICS |
| Serial Number: | 78969361 | EXAGEN DIAGNOSTICS |
| Serial Number: | 78969380 | EXAGEN DIAGNOSTICS |
| Serial Number: | 78969874 | EXAGEN DIAGNOSTICS |
| Serial Number: | 78969847 | EXAGEN DIAGNOSTICS |
| Serial Number: | 78969867 | EXAGEN DIAGNOSTICS |

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-745-5370
Email: jmuennink@winstead.com
Correspondent Name: Cathryn Berryman c/o Winstead
Address Line 1: P.O. Box 50784
Address Line 4: Dallas, TEXAS 75250-0784

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 46812-2 |
| NAME OF SUBMITTER: | Cathryn Berryman |
| Signature: | /Cathryn A. Berryman/ |
| Date: | 11/14/2007 |

Total Attachments: 10
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**AMENDED AND RESTATED NOTICE OF GRANT
OF SECURITY INTEREST IN TRADEMARKS**
(Exagen Diagnostics, Inc.)

This AMENDED AND RESTATED NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of October 1, 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. This Agreement amends, supersedes and replaces in its entirety the Notice of Grant of Security Interest in Trademarks, dated January 26, 2007, by and between the Debtor and Secured Party.

RECITALS:

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement, dated as of October 1, 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.

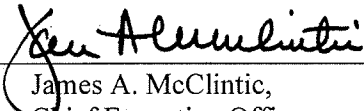
The lien and security interest contained in this Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of itself and certain lenders,

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 1st day of October, 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 1st day of October, 2007.

DEBTOR:

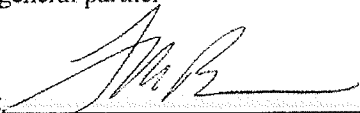
EXAGEN DIAGNOSTICS, INC.

By: _____
James A. McClintic,
Chief Executive Officer

SECURED PARTY: •

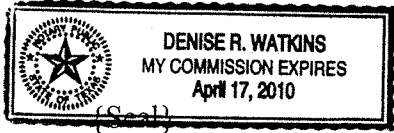
TULLIS-DICKERSON CAPITAL FOCUS III, L.P.

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

By:  _____
Thomas P. Dickerson, Principal
Timothy M. Buono

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 1 day of October, 2007, by James A. McClintic, as Chief Executive Officer of Exagen Diagnostics, Inc., a Delaware corporation, on behalf of such entity.



Denise R. Watkins
Notary Public in and for the State of Texas

My commission expires: April 17, 2010

STATE OF CONNECTICUT)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 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 _____, 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)

Timothy M. Buono This instrument was acknowledged before me this 27th day of September, 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. Lupo

Notary Public in and for the State of Connecticut

My commission expires: 9/30/09

REGINA M. LUPO
NOTARY PUBLIC
MY COMMISSION EXPIRES 9/30/2009

Schedule 1

See attached list.

Thursday, September 20, 2007

Pending Trademarks

Page: 1

| Country Trademark | Case Number/Subcase Class(es) | Application Division | Status Number/Date | Publication Date | Attorney(s) |
|----------------------|----------------------------------|-----------------------------------|--------------------------|--------------------------|-------------|
| COPERNA | United States of America | 07-216 Exagen Corporation | 77/142869 28-Mar-2007 | Pending | DSH SLO |
| EXAGEN | United States of America | 06-710-CL42 Exagen Corporation | 78/969353 07-Sep-2006 | Published 24-Jul-2007 | DSH AFB |
| EXAGEN | United States of America | 06-710-CL5 Exagen Corporation | 78/969309 07-Sep-2006 | Published 28-Aug-2007 | DSH AFB |
| EXAGEN | United States of America | 06-710-CL9 Exagen Corporation | 78/969330 07-Sep-2006 | Published 01-May-2007 | DSH AFB |
| EXAGEN (Stylized) | United States of America | 06-711-CL42 Exagen Corporation | 78/969459 07-Sep-2006 | Published 24-Jul-2007 | DSH AFB |
| EXAGEN (Stylized) | United States of America | 06-711-CL9 Exagen Corporation | 78/969453 07-Sep-2006 | Published 01-May-2007 | DSH AFB |
| EXAGEN (Stylized) | United States of America | 06-711-CL5 Exagen Corporation | 78/969430 07-Sep-2006 | Published 28-Aug-2007 | DSH AFB |
| EXAGEN BC | United States of America | 06-714-CL5 Exagen Corporation | 78/969386 07-Sep-2006 | Published 28-Aug-2007 | DSH AFB |

TRADEMARK

REEL: 003660 FRAME: 0654

Thursday, September 20, 2007

Pending Trademarks

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| Country Trademark | Case Number/Subcase Class(es) | Application Division | Status Number/Date | Publication Date | Attorney(s) |
|----------------------|-------------------------------------|-----------------------------------|--------------------------|--------------------------|-------------|
| EXAGEN BC | United States of America | 06-714-CL42 Exagen Corporation | 78/969419 07-Sep-2006 | Published 24-Jul-2007 | DSH AFB |
| EXAGEN BC | United States of America | 06-714-CL9 Exagen Corporation | 78/969400 07-Sep-2006 | Published 26-Jun-2007 | DSH AFB |
| EXAGEN BC (Stylized) | United States of America | 06-715-CL42 Exagen Corporation | 78/969899 08-Sep-2006 | Published 24-Jul-2007 | DSH AFB |
| EXAGEN BC (Stylized) | United States of America 09 Int. | 06-715-CL9 Exagen Corporation | 78/969893 08-Sep-2006 | Published 24-Apr-2007 | DSH AFB |
| EXAGEN BC (Stylized) | United States of America 05 Int. | 06-715-CL5 Exagen Corporation | 78/969886 08-Sep-2006 | Published 28-Aug-2007 | DSH AFB |
| EXAGEN DIAGNOSTICS | United States of America | 06-712-CL9 Exagen Corporation | 78/969374 07-Sep-2006 | Published 05-Jun-2007 | DSH AFB |
| EXAGEN DIAGNOSTICS | United States of America | 06-712-CL5 Exagen Corporation | 78/969361 07-Sep-2006 | Published 28-Aug-2007 | DSH AFB |
| EXAGEN DIAGNOSTICS | United States of America | 06-712-CL42 Exagen Corporation | 78/969380 07-Sep-2006 | Published 24-Jul-2007 | DSH AFB |

TRADEMARK

REEL: 003660 FRAME: 0655

Thursday, September 20, 2007

Pending Trademarks

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| Country Trademark | Case Number/Subcase Class(es) | Application Division | Status Number/Date | Publication Date | Attorney(s) |
|-------------------------------|-------------------------------------|-----------------------------------|--------------------------|--------------------------|-------------|
| EXAGEN DIAGNOSTICS (Stylized) | United States of America 42 Int. | 06-713-CL42 Exagen Corporation | 78/969874 08-Sep-2006 | Published 24-Jul-2007 | DSH AFB |
| EXAGEN DIAGNOSTICS (Stylized) | United States of America 05 Int. | 06-713-CL5 Exagen Corporation | 78/969847 08-Sep-2006 | Published 28-Aug-2007 | DSH AFB |
| EXAGEN DIAGNOSTICS (Stylized) | United States of America 09 Int. | 06-713-CL9 Exagen Corporation | 78/969867 08-Sep-2006 | Published 05-Jun-2007 | DSH AFB |