

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.		03/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

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:	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

CH \$340.00 77142869

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:	04/17/2008

Total Attachments: 10

source=46812 2 trademark security interest#page1.tif
source=46812 2 trademark security interest#page2.tif
source=46812 2 trademark security interest#page3.tif
source=46812 2 trademark security interest#page4.tif
source=46812 2 trademark security interest#page5.tif
source=46812 2 trademark security interest#page6.tif
source=46812 2 trademark security interest#page7.tif
source=46812 2 trademark security interest#page8.tif
source=46812 2 trademark security interest#page9.tif
source=46812 2 trademark security interest#page10.tif

**SECOND AMENDED AND RESTATED NOTICE OF GRANT
OF SECURITY INTEREST IN TRADEMARKS**
(Exagen Diagnostics, Inc.)

This SECOND AMENDED AND RESTATED NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of March 25, 2008, 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 Amended and Restated Notice of Grant of Security Interest in Trademarks, dated October 1, 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 March 25, 2008, 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,

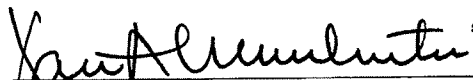
pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which 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 25th day of March, 2008.

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

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 25th day of March, 2008.

DEBTOR:

EXAGEN DIAGNOSTICS, INC.

By: _____

James A. McClintic,
Chief Executive Officer

SECURED PARTY:

TULLIS-DICKERSON CAPITAL FOCUS III, L P.

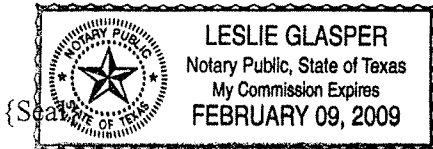
By: Tullis-Dickerson Partners III, L.L.C.
its general partner

By: _____

Thomas P. Dickerson, Principal

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 25th day of March, 2008, by James A. McClintic, as Chief Executive Officer of Exagen Diagnostics, Inc., a Delaware corporation, on behalf of such entity.



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 _____, 2008, 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 _____, 2008, 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 24th day of March 2008, 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.

Tuesday, April 15, 2008

Pending Trademarks

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

TRADEMARK

REEL: 003762 FRAME: 0494

Tuesday, April 15, 2008

Pending Trademarks

Country Trademark	Case Number/Subcase Class(es)	Application Division	Status Number/Date	Publication Date	Attorney(s)
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

Tuesday, April 15, 2008

Pending Trademarks

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

Tuesday, April 15, 2008

Pending Trademarks

Report Selection

Tuesday, April 15, 2008

Record Count: 19

by Division then Trademark
by Trademark

<u>DateRange</u>	<u>Case Status</u>	<u>Remarks</u>	<u>Goods</u>
	Pending	Print	Print
	Registered	Do Not Print	Do Not Print

Preview before printing

Status(es):

Registration

Filing

To :

From :

Division:

Agent:

Country:

Area:

Trademark:

Owner: EXAG

Attorney:

TRADEMARK

REEL: 003762 FRAME: 0497