

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NanoString Technologies, Inc.		05/05/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Affymetrix, Inc.
Street Address:	3420 Central Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95051
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3415132	NANOSTRING
Registration Number:	3254020	NANOSTRING TECHNOLOGIES
Registration Number:	3414964	NCOUNTER
Registration Number:	3412062	NCOUNTER
Serial Number:	77186538	MOLECULES THAT COUNT
Serial Number:	77186531	MOLECULES THAT COUNT
Serial Number:	77007714	NCOUNTER

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle  
 Address Line 2: Attn: Penelope J.A. Agodoa

OP \$190.00 3415132

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 33815

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

Date: 10/28/2008

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

WHEREAS, NanoString Technologies, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Grantor and Affymetrix, Inc. (the "**Grantee**"), a Delaware corporation, are parties to a Note Purchase Agreement dated as of May 5, 2008 (the "**Note Purchase Agreement**") pursuant to which the Grantor agreed to issue and the Grantee agreed to purchase certain Notes (the "**Notes**");

WHEREAS, pursuant to the terms and conditions of the Notes, Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of the Grantee a continuing security interest in certain intellectual property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor'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 now owned or existing or hereafter acquired or arising:

(i) all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (each such mark a "**Trademark**") owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each agreement now or hereafter in existence granting to any Grantor, or pursuant to which any Grantor grants to any other Person, any right to use any Trademark including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any

Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

*provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default, as defined in the Notes, shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Notes. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Notes, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of October, 2008

NANOSTRING TECHNOLOGIES, INC.

By:

Name:

Title:

*Wayne Burns*  
WAYNE BURNS

CFO

TRADEMARK

REEL: 003878 FRAME: 0539

**Schedule 1  
to Trademark  
Security Agreement**

**NANOSTRING TECHNOLOGIES, INC.**

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Nanostring	AU 1088409	11/29/2005
Nanostring	JP 5096549	12/07/2007
Nanostring	US 3,415,132	4/22/2008
Nanostring Technologies	US 3,254,020	6/19/2007
NCounter	US 3,414,964	4/22/2008
NCounter	US 3,412,062	4/15/2008

**U.S. TRADEMARK APPLICATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Nanostring	CA 1,281,187	11/29/2005
Nanostring Technologies (and Design)	EC 6238802	8/30/2007
Molecules That Count	US 77/186,538	5/21/2007
Molecules That Count	US 77/186,531	5/21/2007
NCounter	US 77/007,714	9/26/2006

**TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<i>N/A</i>			