

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
XDX, INC.		08/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road
Internal Address:	Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3442169	ALLOMAP
Registration Number:	3143352	ALLOMAP
Serial Number:	78438424	XDX EXPRESSION DIAGNOSTICS
Registration Number:	3199533	XDX EXPRESSION DIAGNOSTICS
Registration Number:	3437631	XDX
Registration Number:	3160957	XDX

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
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley Godward Kronish LLP
 Address Line 2: 4401 Eastgate Mall

CH \$165.00 3442169

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 310507-100 XDX

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 08/31/2009

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is dated as of August 27, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and among XDx, Inc., a Delaware corporation ("Grantor"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("Lender").

Grantor and Lender have entered into a Loan and Security Agreement dated as of August 27, 2009 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. Pursuant to the Loan Agreement, Grantor has granted to Lender a lien on and a security interest in all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Lender hereby agree as follows:

1. GRANT OF SECURITY INTEREST

Grantor hereby grants to Lender a lien upon and continuing security interest in all of such Grantor's right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

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

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. LENDER'S RIGHT TO SUE

During the continuance of an Event of Default, subject to the terms of the Loan Agreement, Lender shall have the right, but shall in no way be obligated, to bring suit in Lender's own name to enforce any Grantor's rights in the Intellectual Property Collateral. If Lender commences any such suit, such Grantor shall, at Lender's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Lender in such enforcement. Such Grantor shall promptly, upon demand, reimburse and indemnify Lender for all of Lender's costs and expenses, including reasonable attorneys' fees, related to Lender's exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Grantor shall from time to time execute, deliver and obtain any instruments or documents as Lender may reasonably request, and take all further action that may be reasonably necessary or desirable, or that Lender may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Lender.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by Lender and Grantor. Notwithstanding the foregoing however, Grantor hereby irrevocably appoints Lender (and any of Lender's designated officers, agents or employees) as Grantor's true and lawful attorney to modify, in Lender's sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending **Schedules A, B and C** to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by such Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims to have any right, title or interest. The appointment of Lender as Grantor's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Lender's obligation to provide credit extensions to Grantor is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon Grantor and Grantor's respective successors and assigns, and shall inure to the benefit of Lender, and Lender's nominees and assigns.

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each of the rights, powers and remedies of Lender provided for herein or in the Loan Agreement or any of the other 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.


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.

(Signature Page to Follow)

IN WITNESS WHEREOF, Grantor and Lender have duly executed this Agreement as of the date first set forth above.

"Lender"

TRIPLEPOINT CAPITAL LLC

By: 
Sajal Srivastava
Chief Operating Officer

"Grantor"

XDX, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Lender have duly executed this Agreement as of the date first set forth above.

"Lender"

TRIPLEPOINT CAPITAL LLC

By: _____
Sajal Srivastava
Chief Operating Officer

"Grantor"

XDX, INC.

By: Pierre G. Cassigneul
Name: PIERRE G. CASSIGNEUL
Title: President CEO

SCHEDULE A

To Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
LEUKOCYTE EXPRESSION PROFILING	10/006,290	10/22/2001
METHODS AND COMPOSITIONS FOR DIAGNOSIS AND MONITORING AUTO IMMUNE AND CHRONIC INFLAMMATORY DISEASES	10/512,028	07/21/2005
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION	10/511,937	8/25/2009
METHODS AND COMPOSITIONS FOR DIAGNOSING OR MONITORING AUTOIMMUNE AND CHRONIC INFLAMMATORY DISEASES	7,579,148	11/15/2004
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION	12/544,182	8/19/2009
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION	10/990,275	11/15/2004
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING AUTOIMMUNE AND CHRONIC INFLAMMATORY DISEASES	6,905,827	06/14/2005
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION	7,026,121	04/11/2006
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION	7,235,358	06/26/2007
METHODS OF MONITORING FUNCTIONAL STATUS OF TRANSPLANTS USING GENE PANELS	11/433,191	5/11/2006
FOUR NOVEL GENES USEFUL FOR DIAGNOSING AND MONITORING INFLAMMATION RELATED	11/223,492	9/8/2005
STEROID RESPONSIVE NUCLEIC ACID EXPRESSION AND PREDICTION OF DISEASE ACTIVITY	11/784,998	4/9/2007
METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING THE STATUS OF TRANSPLANT REJECTION AND IMMUNE DISORDERS	11/893,236	8/14/2007
METHODS AND COMPOSITIONS FOR DIAGNOSING OR MONITORING AUTOIMMUNE AND CHRONIC INFLAMMATORY DISEASES	12/235,969	9/23/2008
METHODS AND COMPOSITION FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION	12/329,173	12/5/2008
METHODS OF MONITORING FUNCTIONAL STATUS OF TRANSPLANTS USING GENE PANELS	067702555	5/11/2006
METHODS FOR DIAGNOSING AND MONITORING THE STATUS OF SYSTEMATIC LUPUS ERYTHEMATOSUS	11/938,227	11/9/2007

SCHEDULE B

To Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Description	Serial/Registration No.	File Date
ALLOMAP	Serial No: 78/353,208 Reg. No: 3,442,169	6/3/2008
ALLOMAP	Serial No: 78/516,396 Reg. No: 3,143,352	9/12/2006
XDx EXPRESSION DIAGNOSTICS AND DESIGN	Serial No: 78/438,424	2/21/2006
XDX EXPRESSION DIAGNOSTICS & DESIGN	Serial No: 78/516,400 Reg. No: 3,199,533	1/16/2007
XDX	Serial No: 78/516,406 Reg. No: 3,437,631	5/27/2008
XDX	Serial No: 78/977,275 Reg. No: 3,160,957	10/17/2006

SCHEDULE C

To Intellectual Property Security Agreement

COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT REGISTRATIONS

Description	Serial/Registration No.:	<u>File Date</u>
None		