

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT CAPITAL LLC		12/22/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	XDX, INC.		
Street Address:	3260 BAYSHORE BOULEVARD		
City:	BRISBANE		
State/Country:	CALIFORNIA		
Postal Code:	94005-1021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78353208	ALLOMAP	
Serial Number:	78516396	ALLOMAP	
Serial Number:	78438424	XDX EXPRESSION DIAGNOSTICS	
Serial Number:	78516400	XDX EXPRESSION DIAGNOSTICS	
Serial Number:	78516406	XDX	
Serial Number:	78977275	XDX	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-496-7543		
Email:	nbouch@wsgr.com		
Correspondent Name:	WSGR, c/o Nancy Bouch, Senior Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH 2-1 P10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		

CH \$165.00 78353208

ATTORNEY DOCKET NUMBER:	22077.039
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	01/20/2011
<p>Total Attachments: 19</p> <p>source=XDX_TPC_IP_Release_12-22-10#page1.tif source=XDX_TPC_IP_Release_12-22-10#page2.tif source=XDX_TPC_IP_Release_12-22-10#page3.tif source=XDX_TPC_IP_Release_12-22-10#page4.tif source=XDX_TPC_IP_Release_12-22-10#page5.tif source=XDX_TPC_IP_Release_12-22-10#page6.tif source=XDX_TPC_IP_Release_12-22-10#page7.tif source=XDX_TPC_IP_Release_12-22-10#page8.tif source=XDX_TPC_IP_Release_12-22-10#page9.tif source=XDX_TPC_IP_Release_12-22-10#page10.tif source=XDX_TPC_IP_Release_12-22-10#page11.tif source=XDX_TPC_IP_Release_12-22-10#page12.tif source=XDX_TPC_IP_Release_12-22-10#page13.tif source=XDX_TPC_IP_Release_12-22-10#page14.tif source=XDX_TPC_IP_Release_12-22-10#page15.tif source=XDX_TPC_IP_Release_12-22-10#page16.tif source=XDX_TPC_IP_Release_12-22-10#page17.tif source=XDX_TPC_IP_Release_12-22-10#page18.tif source=XDX_TPC_IP_Release_12-22-10#page19.tif</p>	

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of December 22, 2010 by TriplePoint Capital LLC ("Lender") in favor of XDx, Inc., a Delaware corporation ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibit A and attached hereto, respectively, (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated as of August 27, 2009 (the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases all security interests in, and other liens on, the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

Lender further agrees that Borrower, General Electric Capital Corporation, or each of their respective designees, is authorized to file, or cause to be filed, an executed copy of this Release of Security Interest with the United States Patent and Trademark Office and Lender agrees to take all reasonable additional steps reasonably requested by the Borrower as may be necessary to release Lender's security interests in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

By:  _____

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
(LIST IP AND FILING OFFICE, ATTACH IP SECURITY AGREEMENTS & FILINGS)

Erin O'Brien
(858) 550-6403
erin.obrien@cooley.com

VIA EMAIL IN PDF

September 4, 2009

Mr. Kevin Thorne
TriplePoint Capital LLC
2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025

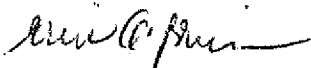
**RE: IP Filing – XDX, Inc.
Client/Matter No. 310507-100**

Dear Kevin:

Enclosed are two (2) Notices of Recordation from the United States Patent and Trademark Office ("PTO") with respect to the grant of security interest to TriplePoint Capital LLC in the patents and trademarks of XDX, Inc. The security interest with respect to the trademarks was recorded at the PTO on August 31, 2009, at Reel Number 004054 and Frame Number 0608. The security interest with respect to the patents was recorded at the PTO on August 31, 2009 at Reel Number 023163 and Frame Number 0704.

Please retain these documents for your records and let me know if you have any questions.

Sincerely,



Erin O'Brien

Enclosures

cc: John Hale, Esq. (w/enclosures)

801718 v1/HN

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE


900142239

SEPTEMBER 03, 2009

PTAS

 ERIN O'BRIEN
 C/O COOLEY GODWARD KRONISH LLP
 4401 EASTGATE MALL
 SAN DIEGO, CA 92121

 UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/31/2009

REEL/FRAME: 004054/0608
NUMBER OF PAGES: 9BRIEF: SECURITY INTEREST
DOCKET NUMBER: 310507-100 XDXASSIGNOR:
XDX, INC.DOC DATE: 08/27/2009
CITIZENSHIP: DELAWARE
ENTITY: CORPORATIONASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
SUITE 150
MENLO PARK, CALIFORNIA 94025CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANYAPPLICATION NUMBER: 78438424
REGISTRATION NUMBER:FILING DATE: 06/21/2004
ISSUE DATE:MARK: XDX EXPRESSION DIAGNOSTICS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

TO:ERIN O'BRIEN COMPANY:C/O COOLEY GODWARD KRONISH LLP

004054/0608 PAGE 2

APPLICATION NUMBER: 78353208
REGISTRATION NUMBER: 3442169FILING DATE: 01/16/2004
ISSUE DATE: 06/03/2008

MARK: ALLOMAP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78516396
REGISTRATION NUMBER: 3143352FILING DATE: 11/12/2004
ISSUE DATE: 09/12/2006

MARK: ALLOMAP

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78516400
REGISTRATION NUMBER: 3199533FILING DATE: 11/12/2004
ISSUE DATE: 01/16/2007

MARK: XDX EXPRESSION DIAGNOSTICS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 78516406
REGISTRATION NUMBER: 3437631FILING DATE: 11/12/2004
ISSUE DATE: 05/27/2008

MARK: XDX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 78977275
REGISTRATION NUMBER: 3160957FILING DATE: 11/12/2004
ISSUE DATE: 10/17/2006

MARK: XDX

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

MARY BENTON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/31/2009
900142239

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:	3198533	XDX EXPRESSION DIAGNOSTICS	
Registration Number:	3437631	XDX	
Registration Number:	3160957	XDX	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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 5165.00 3442169

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

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 source=XDX Triple Point signed IPSA#page1.tif source=XDX Triple Point signed IPSA#page2.tif source=XDX Triple Point signed IPSA#page3.tif source=XDX Triple Point signed IPSA#page4.tif source=XDX Triple Point signed IPSA#page5.tif source=XDX Triple Point signed IPSA#page6.tif source=XDX Triple Point signed IPSA#page7.tif	



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



500950779A

SEPTEMBER 03, 2009

PTAS

ERIN O'BRIEN
C/O COOLEY GODWARD KRONISH LLP
4401 EASTGATE MALL
SAN DIEGO, CA 92121

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 08/31/2009

REEL/FRAME: 023163/0704
NUMBER OF PAGES: 9

BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 310507-100 XDX

ASSIGNOR:
XDX, INC.

DOC DATE: 08/27/2009

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
SUITE 150
MENLO PARK, CALIFORNIA 94025

SERIAL NUMBER: 10006290
PATENT NUMBER:
TITLE: LEUKOCYTE EXPRESSION PROFILING

FILING DATE: 10/22/2001
ISSUE DATE:

SERIAL NUMBER: 10512028
PATENT NUMBER:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSIS AND MONITORING AUTO IMMUNE AND CHRONIC INFLAMMATORY DISEASES

FILING DATE: 07/21/2005
ISSUE DATE:

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

023163/0704 PAGE 2

SERIAL NUMBER: 10511937 FILING DATE: 07/22/2005
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION

SERIAL NUMBER: 12544182 FILING DATE: 08/19/2009
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION

SERIAL NUMBER: 10990275 FILING DATE: 11/15/2004
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION

SERIAL NUMBER: 11433191 FILING DATE: 05/11/2006
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS OF MONITORING FUNCTIONAL STATUS OF TRANSPLANTS USING GENE PANELS

SERIAL NUMBER: 11223492 FILING DATE: 09/08/2005
PATENT NUMBER: ISSUE DATE:
TITLE: GENES USEFUL FOR DIAGNOSING AND MONITORING INFLAMMATION RELATED DISORDERS

SERIAL NUMBER: 11784998 FILING DATE: 04/09/2007
PATENT NUMBER: ISSUE DATE:
TITLE: STEROID RESPONSIVE NUCLEIC ACID EXPRESSION AND PREDICTION OF DISEASE ACTIVITY

SERIAL NUMBER: 11893236 FILING DATE: 08/14/2007
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING THE STATUS OF TRANSPLANT REJECTION AND IMMUNE DISORDERS

SERIAL NUMBER: 12235969 FILING DATE: 09/23/2008
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING OR MONITORING AUTOIMMUNE AND CHRONIC INFLAMMATORY DISEASES

SERIAL NUMBER: 12329173 FILING DATE: 12/05/2008
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT REJECTION

SERIAL NUMBER: 11938227 FILING DATE: 11/09/2007
PATENT NUMBER: ISSUE DATE:
TITLE: METHODS FOR DIAGNOSING AND MONITORING THE STATUS OF SYSTEMIC LUPUS ERYTHEMATOSUS

SERIAL NUMBER: 10990298 FILING DATE: 11/15/2004
PATENT NUMBER: 7579148 ISSUE DATE: 08/25/2009
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING OR MONITORING AUTOIMMUNE AND CHRONIC INFLAMMATORY DISEASES

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

023163/0704 PAGE 3

SERIAL NUMBER: 10131827 FILING DATE: 04/24/2002
PATENT NUMBER: 6905827 ISSUE DATE: 06/14/2005
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING OR MONITORING AUTO IMMUNE
AND CHRONIC INFLAMMATORY DISEASES

SERIAL NUMBER: 10131831 FILING DATE: 04/24/2002
PATENT NUMBER: 7026121 ISSUE DATE: 04/11/2006
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT
REJECTION

SERIAL NUMBER: 10325899 FILING DATE: 12/20/2002
PATENT NUMBER: 7235358 ISSUE DATE: 06/26/2007
TITLE: METHODS AND COMPOSITIONS FOR DIAGNOSING AND MONITORING TRANSPLANT
REJECTION

PAULA MCCRAY-STANLEY, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/31/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
XDX, INC.	08/27/2009
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
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	10008290
Application Number:	10512028
Application Number:	10511937
Patent Number:	7579148
Application Number:	12544182
Application Number:	10990275
Patent Number:	6905827
Patent Number:	7028121
Patent Number:	7235358
Application Number:	11433191
Application Number:	11223492
Application Number:	11784998
Application Number:	11893236
Application Number:	12235969

CH 5640 00 10006290

TRADEMARK
REEL: 004457 FRAME: 0779

TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH LLP

Application Number:	12329173
Application Number:	11838227
CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	310507-100 XDX
NAME OF SUBMITTER:	Erin O'Brien
Total Attachments: 7 source=XDX Triple Point signed IP SA#page1.tif source=XDX Triple Point signed IP SA#page2.tif source=XDX Triple Point signed IP SA#page3.tif source=XDX Triple Point signed IP SA#page4.tif source=XDX Triple Point signed IP SA#page5.tif source=XDX Triple Point signed IP SA#page6.tif source=XDX Triple Point signed IP SA#page7.tif	



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.

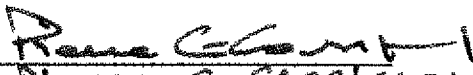
"Lender"

TRIPLEPOINT CAPITAL LLC

By: _____
Sajal Srivastava
Chief Operating Officer

"Grantor"

XDX, INC.

By: 
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		