

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.		12/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
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:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		

CH \$165.00 78353208

ATTORNEY DOCKET NUMBER:	88650.110
NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/
Date:	03/31/2011

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 23, 2010, is made by XDx, Inc., a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 23, 2010 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets, know-how and rights under any written agreement granting any right to use trade secrets and/or know-how;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all derivative works, renewals, reversions and extensions of the foregoing;

(c) all of its trademarks, trade names, service marks, and domain names, and rights under any written agreement granting any right to use trademarks, trade names, service

marks, and/or domain names, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, and domain name covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Representations and Warranties. Upon the filing of this Agreement with the United States and Patent and Trademark Office and the United States Copyright Office, as applicable, all action necessary or desirable to protect and perfect Agent's lien on each Loan Party's Intellectual Property registered at the United States Patent and Trademark Office and the United States Copyright Office shall have been taken.

Section 4. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

XDX, INC.

By: _____

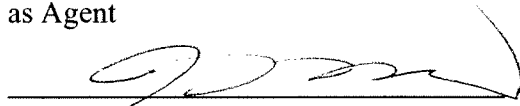


Name: Jean Viret

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Jacqueline K. Blechinger
Title: Duly Authorized Signatory

**Schedule 1
to
Intellectual Property Security Agreement**

COPYRIGHTS

None.

Schedule 1



XDX: Intellectual Property Security Agreement
DC - 88650.0110 - 3172886

**TRADEMARK
REEL: 004512 FRAME: 0630**

Schedule 2
to
Intellectual Property Security Agreement

TRADEMARKS

(a) US Issued Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Date</u>
ALLOMAP	78/353,208	6/3/2008
ALLOMAP	78/516,396	9/12/2006
	78/438,424	9/22/2009
	78/516,400	1/16/2007
XDX	78/516,406	05/27/2008
XDX	78/977,275	10/17/2006

(b) Foreign Issued Trademarks

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Registration Date</u>
ALLOMAP	Australia	1010448	7/9/2004
ALLOMAP	European Community	003923984	10/19/2005
ALLOMAP	Japan	003923984	12/22/2005
ALLOMAP	Norway	200412797	11/19/2005
ALLOMAP	Switzerland	507902005	9/13/2005
ALLOMAP	Australia	1053815	9/5/2005
ALLOMAP	European Community	004439287	5/10/2005
ALLOMAP	Japan	200540188	5/12/2006
EXPRESSION DIAGNOSTICS	Australia	1006539	6/15/2004
EXPRESSION DIAGNOSTICS	European Community	003887866	10/19/2005
EXPRESSION	Norway	200412788	11/19/2005

Schedule 2

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DIAGNOSTICS			
IMMUNOMAP	Australia	1053816	05/05/2005
XDX	Brazil	826191290	8/14/2007
XDX	European Community	003608049	6/4/2008
XDX	Japan	2004008081	3/25/2005
XDX	Norway	200412772	11/19/2005
	Australia	1035232	12/20/2004
	European Community	004226643	5/17/2006
	Japan	2004116009	7/7/2006
	Norway	200412786	11/19/2005
	Switzerland	507932005	9/13/2005
XDX	Australia	1053814	09/05/2005
XDX	European Community	004439253	5/24/2006
XDX	Japan	200540190	6/30/2006
XDX	Switzerland	537752005	9/29/2005
XDX	Benelux	1106298	04/03/2006
ALLOMAP.EU (Domain name)	European Community	N/A	06/20/2006
XDX.EU (Domain name)	European Community	N/A	07/09/2006


(c) Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Application Date</u>
ALLOMAP	Canada	1223029	7/9/2004

Schedule 2

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ALLOMAP	Canada	1256701	5/5/2005
XDx	Canada	1204066	1/26/2004
	Canada	1241348	12/20/2004
XDX	Canada	1256696	5/5/2005

Schedule 2

Schedule 3
to
Intellectual Property Security Agreement

US ISSUED PATENTS

Description	Registration/Serial Number	Registration Date
Autoimmune	7,604,936	10/20/2009
Transplant Genes	7,691,569	4/6/2010
Transplant Genes	7,785,797	8/31/2010
Autoimmune	7,579,148	8/25/2009
Transplant Genes	7,829,286	11/9/2010
Autoimmune	7,771,950	8/10/2010
Autoimmune	6,905,827	6/14/2005
Transplant Genes	7,026,121	4/11/2006
Transplant Genes	7,235,358	6/26/2007
Transplant Genes	7,645,575	1/12/2010
Lupus	7,571,055	8/4/2009
Lupus	7,118,865	10/10/2006
Transplant Genes	7,892,745	2/22/2011

Schedule 3

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**Schedule 4
to
Intellectual Property Security Agreement**

US PATENT APPLICATIONS

Description	Application Number
Autoimmune	12/829,172
Transplant Genes	12/823,090
Autoimmune	12/235,969
Genes & Pathways	11/433,191
Transplant Genes	12/635,438
Splice Variants	11,893,236
Lupus	11,938,227
Autoimmune	12/958,344
Transplant Genes	12/985,314
Lupus	11/538,348

Schedule 4

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RECORDED: 03/31/2011

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