

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
Crescendo Bioscience, Inc.		09/08/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Myriad Genetics, Inc.		
Street Address:	320 Wakara Way		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77856377	VECTRA	
Serial Number:	77981581	CRESCENDO BIOSCIENCE	
Serial Number:	77584460	CRESCENDO BIOSCIENCE	
CORRESPONDENCE DATA			
Fax Number:	(617)542-2241		
Email:	ccheung@mintz.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kyle Turley		
Address Line 1:	One Financial Center		
Address Line 2:	Mintz Levin, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	12496-010		
NAME OF SUBMITTER:	Kyle Turley		

OP \$90.00 77856377

Signature:	/Kyle Turley/
Date:	09/14/2011
Total Attachments: 8 source=Myriad Genetics SA#page1.tif source=Myriad Genetics SA#page2.tif source=Myriad Genetics SA#page3.tif source=Myriad Genetics SA#page4.tif source=Myriad Genetics SA#page5.tif source=Myriad Genetics SA#page6.tif source=Myriad Genetics SA#page7.tif source=Myriad Genetics SA#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 8, 2011 by and between **MYRIAD GENETICS, INC.**, a Delaware corporation ("**Lender**") and **CRESCENDO BIOSCIENCE, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Lender has made certain advances of money and extended certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same has been amended, modified, supplemented or restated, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, which includes without limitation a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) of the Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, protected under United States copyright law, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all source code protected under the laws of the United States;

(c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, protected under United States patent law, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(d) Any trademark and service marks, and, to the extent permitted under applicable law, any applications therefore, whether registered or not protected under United States trademark law, and the entire goodwill of the business of Grantor connected with and symbolized thereby, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(e) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, protected under United States law, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works (regardless of whether or not such Intellectual Property is protected under any United States law) and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) All proceeds and products of the foregoing (regardless of whether or not such Intellectual Property Collateral is protected under any United States law), including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. 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 right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the 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 Intellectual Property Security 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.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

341 Oyster Point Blvd.
South San Francisco, California 94080

Attn: _____

GRANTOR:

CRESCENDO BIOSCIENCE, INC.

By: _____

Name:

Title:

Address of Lender:

320 Wakara Way
Salt Lake City, UT 84108

Attn: Richard Marsh, General Counsel

LENDER:

MYRIAD GENETICS, INC.

By: *Peter D. Melburn*

Name: *Peter D. Melburn*

Title: *President & CEO*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

341 Oyster Point Blvd.
South San Francisco, California 94080

Attn: _____

GRANTOR:

CRESCENDO BIOSCIENCE, INC.

By: Will A. Hylton

Name:

Title:

Address of Lender:

320 Wakara Way
Salt Lake City, UT 84108

Attn: Richard Marsh, General Counsel

LENDER:

MYRIAD GENETICS, INC.

By: _____

Name:

Title:

[Signature Page to Myriad / Crescendo Intellectual Property Security Agreement]

TRADEMARK
REEL: 004622 FRAME: 0500

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
BIOMARKERS AND METHODS FOR MEASURING AND MONITORING INFLAMMATORY DISEASE ACTIVITY	12/905,984	10/15/2010	Crescendo Bioscience & Oklahoma Medical Research Foundation Crescendo Bioscience & Oklahoma Medical Research Foundation	N/A
BIOMARKERS FOR PREDICTING PROGRESSIVE JOINT DAMAGE	61/410,833	11/6/2010	Crescendo Bioscience & Oklahoma Medical Research Foundation	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
VECTRA	77/856,377	10/23/2009	N/A
CRESCENDO BIOSCIENCE (Registered)	77/981,581	05/10/2011	N/A
CRESCENDO BIOSCIENCE	77/584,460	10/02/2008	N/A

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A