

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
Pathway Genomics Corporation	FORMERLY Gene24, Inc.	12/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3982532	PATHWAY FIT
Registration Number:	3850282	
Registration Number:	3951363	DNA LOCKBOX
Registration Number:	3811649	PATHWAY GENOMICS
Serial Number:	85026809	PATHWAY
Serial Number:	85017783	PATHWAYNUTRITION
Serial Number:	77816608	EDOC
Serial Number:	77672926	DNA HEALTHGUARD
Serial Number:	77664286	PATHWAY
Serial Number:	77933463	THE VALUE OF KNOWING

CORRESPONDENCE DATA

Fax Number: (415)777-4961
 Phone: 415 981 1400
 Email: gkiviat@grmslaw.com

OP \$265.00 3982532

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jeffrey T. Klugman
Address Line 1: Four Embarcadero Center, Suite 4000
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	47558/0118
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	12/30/2011

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 28, 2011, by and between Pathway Genomics Corporation, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion,

one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, subject to Part 2, Section 2 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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 Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

4045 Sorrento Valley Blvd.
San Diego, CA 92121
Attn:

GRANTOR:

PATHWAY GENOMICS CORPORATION

By: 

Name:

Its:

James Plante
President - CEO

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____

Name: _____

Its: _____

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TRADEMARK
REEL: 004689 FRAME: 0409

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

4045 Sorrento Valley Blvd.
San Diego, CA 92121
Attn:

GRANTOR:

PATHWAY GENOMICS CORPORATION

By: _____

Name: _____

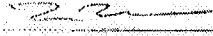
Its: _____

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By:  _____

Name: Maurice Werdegar

Its: President and CEO

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TRADEMARK
REEL: 004689 FRAME: 0410

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

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EXHIBIT B

Patents

<u>Title</u>	<u>Application Number</u> <u>Registration Number</u>	<u>Application Filed Date</u> <u>Issued Date</u>
Fit Product I	12/804,363	7-19-2010
Fit Product II	13/316,924	12-12-2011
Saliva Vial Collection System	12/383,535	3-25-2009
Saliva Collection Vial Design	29/314,382	03-25-2009
Dual Mode – Genotyping + Copy Number Assays	13/068,384	05-16-2011
Genetics Based Automated Alerting System	12/387,782	02-03-2010
Blood Sample Collection Apparatus	12/584,153	09-01-2009
Genome Based Drug Management System	12/387,783	02-03-2010
Genome Based Drug Management System	13/333,883	12-21-2011

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u> <u>Registration Number</u>	<u>Application Date</u> <u>Registration Date</u>
DNA HEALTHGUARD <i>Country:</i> Argentina <i>Classes:</i> 42	2937763 2371031	18-Aug-2009 28-May-2010
DNA HEALTHGUARD <i>Country:</i> Brazil <i>Classes:</i> 42	830368671	18-Aug-2009
DNA HEALTHGUARD <i>Country:</i> Canada <i>Classes:</i> 42	1448513 769984	18-Aug-2009 17-Jun-2010
DNA HEALTHGUARD <i>Country:</i> Chile <i>Classes:</i> 38, 44	874693	18-Aug-2009
DNA HEALTHGUARD <i>Country:</i> China (People's Republic) <i>Classes:</i> 42	7627440	18-Aug-2009
DNA HEALTHGUARD <i>Country:</i> Colombia <i>Classes:</i> 44	09086063 400941	18-Aug-2009 26-Apr-2010
DNA HEALTHGUARD <i>Country:</i> European Community <i>Classes:</i> 44	8495384	18-Aug-2009
DNA HEALTHGUARD <i>Country:</i> India <i>Classes:</i> 42	1851859	18-Aug-2009
DNA HEALTHGUARD <i>Country:</i> Mexico <i>Classes:</i> 42	1027956	18-Aug-2009
DNA HEALTHGUARD <i>Country:</i> United States of America <i>Classes:</i> 38, 44	771672926	18-Feb-2009
DNA LOCKBOX <i>Country:</i> United States of America <i>Classes:</i> 39	771672929 3951363	18-Feb-2009 26-Apr-2011

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<u>Description</u>	<u>Application Number</u> <u>Registration Number</u>	<u>Application Date</u> <u>Registration Date</u>
EDOC <i>Country:</i> China (People's Republic) <i>Classes:</i> 42	7990999	13-Jan-2010
EDOC <i>Country:</i> United States of America <i>Classes:</i> 42	77/816608	31-Aug-2009
GENE24 <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 45	77/505802	23-Jun-2003
HUMAN ELEMENT LOGO <i>Country:</i> Brazil <i>Classes:</i> 10	830597050	06-May-2010
HUMAN ELEMENT LOGO <i>Country:</i> Brazil <i>Classes:</i> 42	830597085	06-May-2010
HUMAN ELEMENT LOGO <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 44	85/027295 3850282	30-Apr-2010 21-Sep-2010
HUMAN ELEMENT LOGO <i>Country:</i> Venezuela <i>Classes:</i> 10	2010008057	28-May-2010
HUMAN ELEMENT LOGO <i>Country:</i> Venezuela <i>Classes:</i> 42	2010008058	28-May-2010
PATHWAY <i>Country:</i> Brazil <i>Classes:</i> 10	830597026	06-May-2010
PATHWAY <i>Country:</i> Brazil <i>Classes:</i> 42	830597042	06-May-2010
PATHWAY <i>Country:</i> United States of America <i>Classes:</i> 45	77/664286	05-Feb-2009
PATHWAY <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 44	85/026809	29-Apr-2010
PATHWAY <i>Country:</i> Venezuela	2010007573	21-May-2010

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<u>Description</u>	<u>Application Number</u> <u>Registration Number</u>	<u>Application Date</u> <u>Registration Date</u>
<i>Classes:</i> 10		
PATHWAY	2010007574	21-May-2010
<i>Country:</i> Venezuela		
<i>Classes:</i> 42		
PATHWAY FIT	85/017727	19-Apr-2010
<i>Country:</i> United States of America	3982532	21-Jun-2011
<i>Classes:</i> 42, 44		
PATHWAY GENOMICS	830379606	14-Sep-2009
<i>Country:</i> Brazil		
<i>Classes:</i> 10		
PATHWAY GENOMICS	830379614	14-Sep-2009
<i>Country:</i> Brazil		
<i>Classes:</i> 42		
PATHWAY GENOMICS	830379592	14-Sep-2009
<i>Country:</i> Brazil		
<i>Classes:</i> 45		
PATHWAY GENOMICS	1438316	15-May-2009
<i>Country:</i> Canada		
<i>Classes:</i> 10, 42, 45		
PATHWAY GENOMICS	7403607	18-May-2009
<i>Country:</i> China (People's Republic)	7403607	28-Sep-2010
<i>Classes:</i> 10		
PATHWAY GENOMICS	7403608	18-May-2009
<i>Country:</i> China (People's Republic)	7403608	07-Dec-2010
<i>Classes:</i> 42		
PATHWAY GENOMICS	7403606	18-May-2009
<i>Country:</i> China (People's Republic)	7403606	07-Jan-2011
<i>Classes:</i> 42 (Previously 45)		
PATHWAY GENOMICS	9089090	25-Aug-2009
<i>Country:</i> Colombia	410655	21-Sep-2010
<i>Classes:</i> 10		
PATHWAY GENOMICS	9089092	25-Aug-2009
<i>Country:</i> Colombia	410657	21-Sep-2010
<i>Classes:</i> 42		
PATHWAY GENOMICS	9089091	25-Aug-2009
<i>Country:</i> Colombia	410656	21-Sep-2010
<i>Classes:</i> 45		

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<u>Description</u>	<u>Application Number</u> <u>Registration Number</u>	<u>Application Date</u> <u>Registration Date</u>
PATHWAY GENOMICS <i>Country:</i> Egypt <i>Classes:</i> 10, 42	A0020004	21-May-2010
PATHWAY GENOMICS <i>Country:</i> European Community <i>Classes:</i> 10, 42, 45	8304214 8304214	15-May-2009 01-Dec-2009
PATHWAY GENOMICS <i>Country:</i> India <i>Classes:</i> 10, 42, 45	1818835	15-May-2009
PATHWAY GENOMICS <i>Country:</i> Int'l Registration - Madrid Agreement / Protocol <i>Classes:</i> 10, 42	A0020004 1041218	21-May-2010 21-May-2010
PATHWAY GENOMICS <i>Country:</i> Libya <i>Classes:</i> 10	20903	24-Aug-2010
PATHWAY GENOMICS <i>Country:</i> Libya <i>Classes:</i> 42	20904	24-Aug-2010
PATHWAY GENOMICS <i>Country:</i> Mexico <i>Classes:</i> 10	1087032 1197393	04-May-2010 19-Jan-2011
PATHWAY GENOMICS <i>Country:</i> Mexico <i>Classes:</i> 42	1087034 1190620	04-May-2010 24-Nov-2010
PATHWAY GENOMICS <i>Country:</i> Panama <i>Classes:</i> 10	20100011105	11-May-2010
PATHWAY GENOMICS <i>Country:</i> Panama <i>Classes:</i> 42	20100011104	11-May-2010
PATHWAY GENOMICS <i>Country:</i> Peru <i>Classes:</i> 10	420541 171453	10-May-2010 30-Dec-2010
PATHWAY GENOMICS <i>Country:</i> Peru <i>Classes:</i> 42	420542	10-May-2010
PATHWAY GENOMICS <i>Country:</i> Russian Federation	A0020004	21-May-2010

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<u>Description</u>	<u>Application Number</u> <u>Registration Number</u>	<u>Application Date</u> <u>Registration Date</u>
<i>Classes:</i> 10, 42		
PATHWAY GENOMICS <i>Country:</i> Saudi Arabia <i>Classes:</i> 10	156673	30-Jun-2010
PATHWAY GENOMICS <i>Country:</i> Saudi Arabia <i>Classes:</i> 42	156674	30-Jun-2010
PATHWAY GENOMICS <i>Country:</i> United Arab Emirates <i>Classes:</i> 10	142041	04-May-2010
PATHWAY GENOMICS <i>Country:</i> United Arab Emirates <i>Classes:</i> 42	142042	04-May-2010
PATHWAY GENOMICS <i>Country:</i> United States of America <i>Classes:</i> 10, 42	77/615360 3811649	16-Nov-2008 29-Jun-2010
PATHWAY GENOMICS <i>Country:</i> Venezuela <i>Classes:</i> 10	2010007572	21-May-2010
PATHWAY GENOMICS <i>Country:</i> Venezuela <i>Classes:</i> 42	2010010354 410105	30-Jun-2010
PATHWAY GENOMICS INSIGHT <i>Country:</i> United States of America <i>Classes:</i> 10	77/968244	25-Mar-2010
Pathway Medical Technologies, Inc. v. Pathway Genomics Corporation <i>Country:</i> United States of America	Opp #91197253	
PATHWAY NUTRITION <i>Country:</i> United States of America <i>Classes:</i> 42	85/017783	19-Apr-2010
THE SCIENCE OF ME <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 45	77/633965	16-Dec-2008
THE SCIENCE OF US <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 45	77/633958	16-Dec-2008

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<u>Description</u>	<u>Application Number Registration Number</u>	<u>Application Date Registration Date</u>
THE SCIENCE OF YOU <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 45	77/633962	16-Dec-2008
THE VALUE OF KNOWING <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 44	77/933463	11-Feb-2010
YOUR FUTURE. ONLY BETTER <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 44, 45	77/674132	19-Feb-2009
YOUR GENES, YOUR LIFE <i>Country:</i> United States of America <i>Classes:</i> 10, 42, 45	77/505828	77/505828

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