

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
Natera, Inc.		04/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ROS Acquisition Offshore LP		
Street Address:	Walker House, 87 Mary Street		
City:	George Town, Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Entity Type:	Exempted Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85467718	PRENATUS	
Registration Number:	4203883	NATERA	
Serial Number:	85776044	PANORAMA	
CORRESPONDENCE DATA			
Fax Number:	2128411010		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.841.1241		
Email:	slum@cov.com		
Correspondent Name:	Silas Lum		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	Covington & Burling LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	034550.00007		
DOMESTIC REPRESENTATIVE			

CH \$90.00 85467718

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Cheryl Fountain/Paralegal Specialist
Signature:	/cherylfountain/
Date:	04/23/2013

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2013 (this “Agreement”), is made by NATERA, INC., a Delaware corporation (the “Grantor”), in favor of ROS ACQUISITION OFFSHORE LP, a Cayman Islands Exempted Limited Partnership (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of April 18, 2013 (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and between Natera, Inc., a Delaware corporation (the “Borrower”) and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of April 18, 2013 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of Grantor’s right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all

common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g. "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

NATERA, INC.

By: _____



Name: Matthew Rabinowitz
Title: Chief Executive Officer

SCHEDULE I
to Trademark Security Agreement

Item A

See attached.

Item B

None.

TRADEMARKS

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
PRENATUS	85/467718		Allowed	US	11/8/2011		42 Int. medical laboratory services; genetic testing for scientific research purposes in the field of human reproduction 44 Int. genetic testing for medical purposes and genetic counseling in the field of human reproduction	GSN / Natera	
NATERA	85/487673	4203883	Registered	US	12/5/2011	09/04/12	42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for scientific purposes 44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	10930469	10930469	Registered	EP	6/1/2012	10/30/12	<p>42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical and scientific research and analysis in the field of genetic testing; medical laboratory services; genetic testing or scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing medical purposes; medical laboratory services</p> <p>44 Int. genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling; genetic testing for medical purposes; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling</p>	GSN / Natera	
NATERA	1580172		Filed	CA	6/1/2012		<p>42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing</p> <p>44 Int. medical laboratory services; genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling</p>	GSN / Natera	
NATERA	11022636		Filed	CN	6/5/2012		42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	11022635		Filed	CN	6/5/2012		44 Int. medical laboratory services; genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	2012-44502	5521348	Registered	JP	6/4/2012	09/14/12	<p>42 Int. medical and scientific research and analysis in the field of genetic testing, providing medical and scientific research information in the field of genetic testing, testing; inspection or research on therapeutic approaches and techniques related to medical treatment and providing information thereof, genetic testing for scientific research and analysis purposes, genetic testing for scientific research and analysis purposes in the field of human reproduction, hosting computer sites (web sites) featuring information in the field of genetic testing for medical purposes, research and development for others, providing information in the field of medical research, testing; inspection or research for medical care, computer software design, testing; inspection or research for medical care, computer software design; computer programming or maintenance of computer of computer software with respect to medical data, design of surgical instruments, analysis; research in the field of medical care and consultation thereof, testing or research on machines; apparatus and instruments and their parts for medical purposes</p> <p>44 Int. genetic testing for medical purposes, counseling for medical purposes in the field of genetic, genetic testing for medical purpose and counseling as medical purposes related to inheritance in the field of human reproduction, providing information on gene therapy, medical services; providing medical information, counseling and advice on health care, counseling and advice on providing of medical information</p>	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	1494690		Published	AU	6/5/2012		<p>42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing</p> <p>44 Int. medical laboratory services; genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling, namely providing information about genetic testing and genetic counseling via a website</p>	GSN / Natera	
NATERA	2012718511		Filed	RU (Russian Federation)	6/5/2012		<p>42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for medical purposes</p> <p>44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling</p>	GSN / Natera	
NATERA	840152647		Filed	BR (Brazil)	6/5/2012		<p>42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for medical purposes</p>	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	840152671		Filed	BR	6/5/2012		44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling	GSN / Natera	
NATERA	2343007		Filed	IN (India)	6/5/2012		42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for medical purposes 44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
PANORAMA	85/776044		Filed	US (foreign filing options are open)	11/9/2012		<p>01 Int. kits and reagents for genetic testing for medical and scientific research purposes; kits and reagents for genetic testing for medical and scientific research purposes in the field of human reproduction; kits and reagents for prenatal testing for medical and scientific research purposes; nucleic acid based kits and reagents for testing for fetal chromosomal abnormalities for medical and scientific research purposes</p> <p>42 Int. genetic testing for scientific research purposes; genetic testing for scientific research purposes in the field of human reproduction; prenatal testing for scientific research purposes; testing for fetal chromosomal abnormalities for research purposes; scientific, laboratory, clinical, medical, and technological research and analysis services in the fields of nucleic acid analysis, prenatal testing, and genetics; medical laboratory services; providing a website featuring information about genetic testing for scientific research purposes; providing a website featuring information about prenatal testing for scientific research purposes</p> <p>44 Int. genetic testing for medical purposes; genetic testing for medical purposes in the field of human reproduction; prenatal testing for medical purposes; testing for fetal chromosomal abnormalities for medical purposes; genetic counseling; providing a website featuring information about genetic testing and genetic counseling for medical purposes; providing a website featuring information about prenatal testing and genetic counseling for medical purposes</p>	GSN / Natera	