

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESCENDO BIOSCIENCE, INC.		11/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING III, LLC		
Street Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77584460	CRESCENDO BIOSCIENCE	
Registration Number:	4276081	VECTRA	
Registration Number:	3959414	CRESCENDO BIOSCIENCE	
Serial Number:	85864727	MYRA	
Serial Number:	86093323	VECTRAVIEW	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden, 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 \$140.00 77584460

ATTORNEY DOCKET NUMBER:	039759.03
NAME OF SUBMITTER:	Timothy J. Lyden
Signature:	/Timothy J. Lyden/
Date:	11/11/2013

**Total Attachments: 13**

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**THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT AND  
FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT AND FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Amendment**”) is dated as of November 8, 2013, by and among **CRESCENDO BIOSCIENCE, INC.**, a Delaware corporation (“**Borrower**”), **MIDCAP FUNDING III, LLC**, a Delaware limited liability company, as administrative agent under the Original Loan Agreement (as defined below) (“**Agent**”) and the financial institutions signatory hereto (the “**Lenders**”).

**W I T N E S S E T H:**

**WHEREAS**, Borrower, Lenders, and Agent are parties to that certain Loan and Security Agreement, dated as of July 23, 2012, as amended by that certain First Amendment to Loan and Security Agreement, dated as of September 12, 2012 and that certain Second Amendment to Loan and Security Agreement, dated as of July 22, 2013 (as so amended and is it may have been amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Original Loan Agreement**”; capitalized terms used but not otherwise defined herein have the meanings given to them in the Original Loan Agreement), pursuant to which Lenders have made certain term loans and other extensions of credit to Borrower in accordance with the terms and conditions thereof.

**WHEREAS**, as security for the obligations under the Original Loan Agreement and the other Loan Documents, Borrower has granted to Agent, for the benefit of itself and the Lenders, a security interest in all or substantially all of the assets of the Borrower (specifically excluding, among other things, Foreign Intellectual Property and certain equipment that is subject to Liens of other creditors).

**WHEREAS**, in connection with the Original Loan Agreement and the transactions contemplated thereunder, Borrower and Agent entered into that certain Intellectual Property Security Agreement, dated as of July 23, 2012 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Original IP Security Agreement**”).

**WHEREAS**, on or about the date hereof, Borrower and MidCap Financial, LLC, SVB and the other financial institutions from time to time party thereto as lenders (together with their successors and assigns, collectively, “**Revolving Credit Lenders**”) and MidCap Financial, LLC (in its capacity as administrative agent under the Revolving Credit Agreement (as defined below), together with its successors and assigns, “**Revolving Credit Agent**”) contemplate entering into that certain Credit and Security Agreement (the “**Revolving Credit Agreement**”), pursuant to which the Revolving Credit Lenders have agreed to make certain revolving credit loans from time to time to Borrower in the maximum principal amount of \$5,000,000 (collectively, the “**Revolving Loans**”).

**WHEREAS**, as security for the obligations under the Revolving Credit Agreement and the other documents related thereto (collectively, the “**Revolving Credit Loan Documents**”), Borrower has agreed to grant to Revolving Credit Agent, for the benefit of itself and the Revolving Credit Lenders, a security interest in certain assets of the Borrower.

**WHEREAS**, on or about the date hereof, Revolving Credit Agent, for itself and the Revolving Credit Lenders, Agent, for itself and the Lenders, and Borrower have agreed to enter into that certain Intercreditor Agreement (the “**Revolving Credit Intercreditor Agreement**”), pursuant to which the relative rights of the Revolving Credit Agent and the Revolving Credit Lenders and the Agent and the Lenders and the relative priority of their respective liens will be set forth.

**WHEREAS**, Borrower has requested that the Agent and Lenders consent to the consummation of the Revolving Credit Agreement and the documents and other agreements related thereto and the transaction contemplated thereunder and amend the Original Loan Agreement to (i) permit Borrower to incur the Indebtedness under the Revolving Credit Loan Documents, (ii) permit the Liens granted to the Revolving Credit Agent to secure the obligations under the Revolving Credit Loan Documents, and (iii) to add an express Event of Default upon the occurrence of an event of default under the Revolving Credit Agreement.

**WHEREAS**, Borrower has requested that the Agent and Lenders amend the Original IP Security Agreement in order to include additional Intellectual Property on the exhibits thereto.

**WHEREAS**, Agent and Lenders have agreed to the foregoing request of Borrower subject to and in accordance with the terms and conditions of this Amendment and the Revolving Credit Intercreditor Agreement.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower, Lenders and Agent hereby agree as follows:

1. **Recitals**. The Recitals set forth above shall be construed as part of this Amendment as if set forth fully in the body of this Amendment.

2. **Acknowledgment of Obligations**. Borrower hereby acknowledges, confirms and agrees that all Term Loans made prior to the date hereof, together with interest accrued and accruing thereon, and fees, costs, expenses and other charges owing by Borrower to Agent and Lenders under the Original Loan Agreement, as amended hereby, and the other Loan Documents, are unconditionally owing by Borrower to Agent and Lenders, without offset, defense or counterclaim of any kind, nature or description whatsoever except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor’s rights generally.

3. **Amendments to Original Loan Agreement.** Subject to the terms and conditions of this Amendment, including, without limitation, the conditions to effectiveness set forth in Section 7 below, the Original Loan Agreement is hereby amended as follows:

(a) Section 6.2(a)(viii) (Financial Statements, Reports, Certificates) of the Original Loan Agreement is hereby amended by replacing the clause “Myriad Indebtedness, the SVB Indebtedness or the TPC Indebtedness” appearing in sub-clauses (A) and (B) thereof with the clause “Myriad Indebtedness, the SVB Indebtedness, the Revolving Credit Indebtedness or the TPC Indebtedness”.

(b) Section 7.5 (Encumbrances) of the Original Loan Agreement is hereby amended by:

(i) in respect of clause (b) thereof, replacing the clause “Permitted Liens of the type described in clause (c) and (f) of the definition thereof” with the clause “Permitted Liens of the type described in clause (c), (f) and (p) of the definition thereof”; and

(ii) in respect of clause (c) thereof, replacing the clause “(except with or in favor of Agent, SVB under the SVB Loan Agreement and Myriad under the Myriad Loan Agreement)” with the clause “(except with or in favor of Agent, SVB under the SVB Loan Agreement, Myriad under the Myriad Loan Agreement and Revolving Credit Agent and/or Revolving Credit Lenders under the Revolving Credit Agreement)”.

(c) Section 7.11 (Amendments to Other Agreements) of the Original Loan Agreement is hereby amended by replacing the clause “or (iii) the Myriad Indebtedness” with the clause “(iii) the Myriad Indebtedness, or (iv) the Revolving Credit Indebtedness”.

(d) Section 8.6(c) (Other Agreements) of the Original Loan Agreement is hereby amended by replacing the clause “the TPC Indebtedness or the SVB Indebtedness” with the clause “the TPC Indebtedness, the SVB Indebtedness or the Revolving Credit Indebtedness”.

(e) The following sentence is hereby added to the end of Section 12.10 of the Original Loan Agreement:

“Notwithstanding the foregoing, each of Agent and each Lender hereby waives its right to setoff with respect to the Medicare Deposit Account for any and all Medicare payments now or hereafter deposited into such account.”

(f) The defined Term “**Material Agreement**” set forth in Section 14 of the Original Loan Agreement is hereby amended by replacing the clause “provided that, “Material Agreement” shall not include the SVB Loan Agreement, the TPC Loan Agreement, the Myriad Loan Agreement, or the Myriad Merger Agreement, and the other documents executed by Borrower and/or for the benefit of SVB, TPC, or Myriad, as the case may be, in connection therewith” with the clause “provided that, “Material Agreement” shall not include the SVB Loan Agreement, the TPC Loan Agreement, the Myriad Loan Agreement, the Myriad Merger Agreement or the Revolving Credit Agreement, and the other documents executed by Borrower

and/or for the benefit of SVB, TPC, Myriad or Revolving Credit Agent and/or Revolving Credit Lenders, as the case may be, in connection therewith”.

(g) The defined term “**Permitted Indebtedness**” set forth in Section 14 of the Original Loan Agreement is hereby amended by (i) deleting the word “and” in the second line of clause (i) thereof, (ii) replacing the period at the end of clause (j) thereof with a semicolon and inserting the word “and” at the end of clause (j) thereof, and (iii) adding the following as a new clause (k) thereof:

“(k) the Revolving Credit Indebtedness.”

(h) Clause (f) of the defined term “**Permitted Liens**” set forth in Section 14 of the Original Loan Agreement is hereby amended and restated in its entirety to read as follows:

“(f) banker’s liens, rights of setoff and Liens in favor of financial institutions incurred made in the Ordinary Course of Business arising in connection with Borrower’s deposit accounts or securities accounts held at such institutions to secure payment of fees and similar costs and expenses subject to Borrower’s compliance with Section 6.6 hereof; *provided, however*, such banker’s liens, rights of setoff and Liens (other than those related to the SVB Indebtedness) do not, at any time, encumber an aggregate amount in excess of One Hundred Thousand Dollars (\$100,000);”

(i) Clause (j) of the defined term “**Permitted Liens**” set forth in Section 14 of the Original Loan Agreement is hereby amended and restated in its entirety to read as follows:

“(j) Liens on the Collateral (as defined in the TPC Loan Agreement) (the “**Excluded Equipment Collateral**”)”

(j) The defined term “**Permitted Liens**” set forth in Section 14 of the Original Loan Agreement is hereby further amended by (i) deleting the word “and” in the third line of clause (n) thereof, (ii) replacing the period at the end of clause (o) thereof with a semicolon, and (iii) adding the following as a new clause (p) and clause (q) thereof:

“(p) Liens securing the Revolving Credit Indebtedness so long as such Indebtedness remain subject, in all respects, to the terms and conditions of the Revolving Credit Intercreditor Agreement; and

(q) Liens securing the SVB Indebtedness.”

(k) The defined term “**SVB Indebtedness**” set forth in Section 14 of the Original Loan Agreement is hereby amended and replaced in its entirety to read as follows:

“**SVB Indebtedness**” means Indebtedness of Borrower incurred pursuant to the terms of each document evidencing and/or securing Indebtedness governed by the SVB Intercreditor Agreement, including bank services and lockbox agreements, as amended, and as may further be amended from time to time in

accordance with the SVB Intercreditor Agreement (the “**SVB Loan Agreement**”).

(l) The following definitions are hereby added to Section 14 of the Original Loan Agreement in alphabetical order as follows:

“**Revolving Credit Agreement**” means that certain Credit and Security Agreement, dated as of November 8, 2013, among Borrower, the Revolving Credit Agent and the Revolving Credit Lenders, as it may have been amended, restated or otherwise modified from time to time.

“**Revolving Credit Agent**” means MidCap Financial, LLC and its successors and assigns.

“**Revolving Credit Lenders**” means MidCap Financial, LLC, SVB and the financial institutions from time to time party to the Revolving Credit Agreement, and, in each case, their successors and assigns.

“**Revolving Credit Indebtedness**” means Indebtedness incurred pursuant to the Revolving Credit Agreement and the other documents executed by Borrower and, or for the benefit of, the Revolving Credit Agent and/or Revolving Credit Lenders in connection therewith.

“**Revolving Credit Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of November 8, 2013, between Agent and Revolving Credit Agent, and Borrower as it may be amended, restated or otherwise modified from time to time.

“**SVB Intercreditor Agreement**” means that certain Intercreditor Agreement, dated as of November 8, 2013, by and among Agent (on behalf of itself and Lenders) and Revolving Credit Agent (on behalf of itself and the Revolving Credit Lenders) and SVB, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, pursuant to which the Indebtedness owing from Borrower and/or certain Liens securing such Indebtedness granted by Borrower or arising as a matter of law to SVB or an Affiliate of SVB are subordinated to the Obligations and the Liens created under this Agreement and the Revolving Credit Indebtedness and the Liens created under the Revolving Credit Agreement.

4. **Amendments to Original IP Security Agreement.** Exhibit C to the Original IP Security Agreement is hereby replaced in its entirety by Exhibit C hereto.

5. **No Other Amendments.** Except for the amendments set forth and referred to in Sections 3 and 4 above, the Original Loan Agreement and the other Loan Documents shall remain unchanged and in full force and effect and Borrower hereby ratifies and reaffirms all of

its obligations under the Original Loan Agreement and the other Loan Documents as amended by this Amendment. Nothing in this Amendment is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of Borrower's Obligations or to modify, affect or impair the perfection or continuity of Agent's security interests in, security titles to or other liens, for the benefit of itself and the Lenders, on any Collateral for the Obligations.

6. **Representations and Warranties.** To induce Agent and Lenders to enter into this Amendment, Borrower does hereby warrant, represent and covenant to Agent and Lenders that (i) giving effect to the Perfection Certificate, dated as of the date hereof, attached hereto as Exhibit A, each representation or warranty of Borrower set forth in the Original Loan Agreement is hereby restated and reaffirmed as true, correct and complete in all material respects on and as of the date hereof as if such representation or warranty were made on and as of the date hereof; *provided, however*, that (A) such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof and (B) those representations and warranties expressly referring to a specific date shall be true, correct and complete in all material respects as of such date, (ii) no Default or Event of Default has occurred and is continuing as of the date hereof, (iii) Agent has and shall continue to have valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral and all other collateral heretofore granted by Borrower to Agent, for the benefit of Agent and each Lender, pursuant to the Loan Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) Borrower has the power and is duly authorized to enter into, deliver and perform this Amendment, and this Amendment is the legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally.

7. **Condition Precedent to Effectiveness of this Amendment.** The effectiveness of this Amendment is subject to the condition precedent that Agent shall have received, in form and substance, satisfactory to Agent, such documents and the completion of such other matters, as Agent may deem reasonably necessary or appropriate, including without limitation:

- (a) duly executed signatures to this Amendment;
- (b) duly executed copy of the Revolving Credit Agreement;
- (c) duly executed copy of the Revolving Credit Intercreditor Agreement;
- (d) receipt of a good standing certificate from the Secretary of State for the State of Delaware, dated as of a date no earlier than thirty (30) days prior to the date hereof evidencing the good standing of the Borrower;
- (e) duly executed copies of consents and amendments related to the Myriad Indebtedness;
- (f) duly executed copies of consent and amendment related to the TPC Indebtedness; and



(g) such other agreements, assurances, certificates, documents, consents or opinions as Agent may require.

8. **Post-Closing Obligation.** Borrower shall, within three (3) Business Days after the date hereof, deliver a Control Agreement with SVB, in form and substance acceptable to Agent, duly executed and delivered by Borrower, Agent and SVB, for Deposit Account number 3300760674 held at SVB. Borrower's failure to complete and satisfy the obligation set forth in this Section 8 as of the date indicated above shall constitute an immediate and automatic Event of Default.

9. **Release.**

(a) In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower, on behalf of itself and each of its Affiliates and Subsidiaries and each of their respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "**Claim**" and collectively, "**Claims**") of every name and nature, both at law and in equity, which Borrower or any of its successors, assigns, or other legal representatives may own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date hereof, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Original Loan Agreement, this Amendment or any of the other Loan Documents or transactions thereunder or related thereto.

(b) Borrower understands, acknowledges and agrees that its release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

10. **Covenant Not To Sue.** Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released, remised and discharged by Borrower pursuant to Section 9 above. If Borrower or any of its successors, assigns or other legal representatives violates the foregoing covenant, Borrower, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

11. **Advice of Counsel.** Each of the parties represents to each other party hereto that it has discussed this Amendment with its counsel.

12. **Severability of Provisions.** In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

13. **Successors/Assigns.** This Amendment shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the parties hereto, subject to the provisions of the Original Loan Agreement, this Amendment, and the other Loan Documents.

14. **Headings.** Section headings used herein are included for convenience of reference only.

15. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

16. **GOVERNING LAW; JURISDICTION.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS. In addition to and without limitation of any of the foregoing, this Amendment shall be deemed to be a Loan Document and shall otherwise be subject to all of the general terms and conditions contained in Section 11 of the Original Loan Agreement, *mutatis mutandis*.

17. **Entire Agreement.** The Original Loan Agreement as and when amended through this Amendment embodies the entire agreement between the parties hereto relating to the subject matter thereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter thereof.

18. **No Strict Construction, Etc.** The parties hereto have participated jointly in the negotiation and drafting of this Amendment. In the event an ambiguity or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Amendment. Time is of the essence for this Amendment.

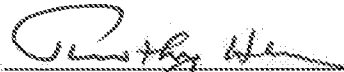
19. **Costs and Expenses.** Borrower agrees to pay or reimburse upon demand for all Lenders' Expenses in connection with the preparation, negotiation, execution and delivery of this Amendment and any other Loan Documents or other agreements prepared, negotiated, executed or delivered in connection with this Amendment or transactions contemplated hereby, in accordance with Section 2.4(d) of the Original Loan Agreement.

*[Remainder of page intentionally blank; signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Loan and Security Agreement to be duly executed and delivered as of the day and year specified at the beginning hereof.

**BORROWER:**

**CRESCENDO BIOSCIENCE, INC.**

By:  (SEAL)  
Name: TIMOTHY HEROLD  
Title: V. P. FINANCE

[Signatures Continue on Following Page]

AGENT AND LENDERS:

MIDCAP FUNDING III, LLC,  
as Agent for Lenders


By: Colleen Kovas  
Name: Colleen Kovas  
Title: Authorized Signatory

MIDCAP FUNDING III, LLC,  
as Lender

By: Colleen Kovas  
Name: Colleen Kovas  
Title: Authorized Signatory

[Signatures Continue on Following Page]

**SILICON VALLEY BANK,**  
as a Lender

By:   
Name: Elisa Sun  
Title: VP

[End of Signature Pages]

**Exhibit C**  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CRESCENDO BIOSCIENCE	77/584460	10/02/2008
VECTRA	4276081	1/15/2013
CRESCENDO BIOSCIENCE	3959414	05/10/2011
MYRA	85/864727	3/1/2013
VECTRAVIEW	86093323	10/16/2013