

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302065

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NANOSTRING TECHNOLOGIES, INC.		04/17/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CAPITAL ROYALTY PARTNERS II L.P.
<b>Street Address:</b>	1000 Main Street
<b>Internal Address:</b>	Suite 2500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.
<b>Street Address:</b>	1000 Main Street
<b>Internal Address:</b>	Suit 2500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.
<b>Street Address:</b>	1000 Main Street
<b>Internal Address:</b>	Suite 2500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	3599188	MOLECULES THAT COUNT
<b>Registration Number:</b>	3599187	MOLECULES THAT COUNT
<b>Registration Number:</b>	3857158	NANOSTRING
<b>Registration Number:</b>	3415132	NANOSTRING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3254020	NANOSTRING TECHNOLOGIES
Registration Number:	4122496	NANOSTRING TECHNOLOGIES
Registration Number:	3412062	NCOUNTER
Registration Number:	3861154	NCOUNTER
Registration Number:	3414964	NCOUNTER
Serial Number:	85769651	PROSIGNA
Serial Number:	85783446	PROSIGNA

**CORRESPONDENCE DATA**

**Fax Number:** 4152687522

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

**Phone:** 4152687000

**Email:** ksamia@mofo.com

**Correspondent Name:** Lynn M. Humphreys

**Address Line 1:** 425 Market Street

**Address Line 2:** Morrison & Foerster LLP

**Address Line 4:** San Francisco, CALIFORNIA 94105

<b>ATTORNEY DOCKET NUMBER:</b>	67478-56
<b>NAME OF SUBMITTER:</b>	Lynn M. Humphreys
<b>SIGNATURE:</b>	/LMH/
<b>DATE SIGNED:</b>	04/18/2014

**Total Attachments: 5**

source=Nanostring Security Agreement#page1.tif

source=Nanostring Security Agreement#page2.tif

source=Nanostring Security Agreement#page3.tif

source=Nanostring Security Agreement#page4.tif

source=Nanostring Security Agreement#page5.tif

## SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, NANOSTRING TECHNOLOGIES, INC. (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Security Agreement dated as of April 17, 2014 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND “A” L.P., and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (together, with their successors and assigns, the “Secured Parties”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Secured Parties to execute this Short-Form Trademark Security Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Short-Form Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provide that Section 5-1401 of the New York General Obligations Law shall apply.

Date: April 17, 2014

IN WITNESS WHEREOF, the party hereto has caused this Short-Form Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

NANOSTRING TECHNOLOGIES, INC.

By:   
Name: James A. Johnson  
Title: Chief Financial Officer

[Signature Page to Short-Form Trademark Security Agreement]

sf-3378645

**TRADEMARK**  
**REEL: 005264 FRAME: 0621**

SCHEDULE OF  
REGISTERED TRADEMARKS

**TRADEMARKS**

Country Name	Trademark Name	Status	Classes	Filing Date	Appl No.	Reg. Date	Reg. No.	Next Action	Case No.
<b>Australia</b>									
	NANOSTRING	Registered	1, 5, 9, 42	11/29/2005	1088409	11/29/2005	1088409	Registration renewal due 11/29/2015	3135 3-TM2 001
<b>Canada</b>									
	NANOSTRING	Registered		11/29/2005	1281187	6/3/2010	TMA768716	Registration renewal due 06/03/2025	3135 3-TM2 002
	NCOUNTER	Filed		3/28/2013	1620430			Await confirmation from foreign counsel of the filing of a response to Office Action due 06/02/2014; WSGR sent instructions re same	3135 3-TM2 012
	PROSIGNA	Published		4/23/2013	1623913			Published 01/13/2014, await notice of allowance if no opposition is filed	3135 3-TM2 014
<b>China (People's Republic)</b>									
	NANOSTRING	Filed	1	4/10/2012	10744824			Non-use Cancellation filed against the NANOSTRIP registration, awaiting outcome; request for review of refusal filed; await outcome	3135 3-TM2 008
	NANOSTRING	Registered	5	4/10/2012	10744823	6/21/2013	10744823	Registration renewal due 06/20/2023	3135 3-TM2 009
<b>European Union</b>									
	NANOSTRING	Rejected	1, 5, 9, 42	11/29/2005	4749867				3135 3-TM2 003
	NANOSTRING TECHNOLOGIES (AND DESIGN)	Registered	1, 5, 9, 10, 42, 44	8/30/2007	6238802	8/29/2008	6238802	Registration renewal due 08/30/2017	3135 3-TM2 005
	NCOUNTER	Registered	1, 5, 9	10/1/2012	11229631	2/28/2013	11229631	Registration renewal due 10/01/2022	3135 3-TM2 010
	PROSIGNA	Registered	1, 5, 42	4/25/2013	11768538	9/17/2013	11768538	Registration	3135

sf-3378645

**TRADEMARK**  
**REEL: 005264 FRAME: 0622**

								renewal due 04/25/2023	3- TM2 013
<b>Hong Kong</b>									
	NANOSTRING	Registered	1, 5, 9	3/22/2012	302198403	3/22/2012	302198403	Registration renewal due 03/21/2022	3135 3- TM2 017
<b>Israel</b>									
	NANOSTRING	Filed	1, 5, 9	9/22/2013	259145			Await substantive examination	3135 3- TM2 016
	NCOUNTER	Filed	1, 5, 9	3/28/2013	254482			Await substantive examination	3135 3- TM2 011
	PROSIGNA	Filed	1, 5, 42, 44	4/24/2013	255129			Await substantive examination	3135 3- TM2 015
<b>Japan</b>									
	NANOSTRING	Registered	1, 5, 9, 42	11/29/2005	2005112092	12/7/2007	5096549	Registration renewal due 12/07/2017	3135 3- TM2 004
<b>Korea, Republic of</b>									
	NANOSTRING	Registered	1, 5, 9, 42	3/22/2012	4520121450	6/26/2013	4545270	Registration renewal due 06/26/2023	3135 3- TM2 007
<b>Taiwan</b>									
	NANOSTRING	Filed	1, 5, 9, 42	3/21/2012	101014622			Response to Office Action filed; await decision	3135 3- TM2 006
<b>United States of America</b>									
	INCLARIS	Searched							3135 3- TM1 016
	MIRGE	Searched							3135 3- TM1 012
	MOLECULES THAT COUNT	Abandoned	42	5/21/2007	77186544				3135 3- TM1 009
	MOLECULES THAT COUNT	Registered	5	5/21/2007	77186538	3/31/2009	3599188	Affidavit of Use due 03/31/2015	3135 3- TM1 008
	MOLECULES THAT COUNT	Registered	1	5/21/2007	77186531	3/31/2009	3599187	Affidavit of Use due 03/31/2015	3135 3- TM1 007
	NANOSTRING	Proposed							3135 3- TM1 010
	NANOSTRING	Registered	5	11/22/2006	77049998	10/5/2010	3857158	Affidavit of Use due 10/05/2016	3135 3- TM1 002
	NANOSTRING	Registered	1	11/22/2006	77049982	4/22/2008	3415132	Affidavit of Use due 04/22/2014	3135 3-

sf-3378645

									TM1 001
	NANOSTRING TECHNOLOGI ES	Registered 8/15	42	9/26/2002	76454807	6/19/2007	3254020	Registration renewal due 06/19/2017	3135 3- TM1 003
	NANOSTRING TECHNOLOGI ES (AND DESIGN)	Registered	1, 5, 9, 42	8/11/2010	85105562	4/3/2012	4122496	Affidavit of Use due 04/03/2018	3135 3- TM1 011
	NCOUNTER	Registered	1	9/26/2006	77007708	4/15/2008	3412062	Affidavit of Use due 04/15/2014	3135 3- TM1 004
	NCOUNTER	Registered	5	9/26/2006	77007714	10/12/2010	3861154	Affidavit of Use due 10/12/2016	3135 3- TM1 005
	NCOUNTER	Registered	42	9/26/2006	77007722	4/22/2008	3414964	Affidavit of Use due 04/22/2014	3135 3- TM1 006
	NDESIGN GATEWAY	Searched							3135 3- TM1 018
	NSIGNIA	Searched							3135 3- TM1 017
	NSTUDIO DESIGN	Searched							3135 3- TM1 014
	OPENCODE	Searched							3135 3- TM1 020
	PLEX2	Searched							3135 3- TM1 013
	PROSIGNA	Allowed	1, 5, 42, 44	11/1/2012	85769651			Statement of Use and/or 1st Extension due 06/17/2014	3135 3- TM1 015
	PROSIGNA (stylized and/or with design)	Allowed	1, 5, 42, 44	11/19/2012	85783446			Statement of Use and/or 1st Extension due 06/10/2014	3135 3- TM1 019

sf-3378645

RECORDED: 04/18/2014

TRADEMARK  
REEL: 005264 FRAME: 0624