

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344833

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nanosphere, Inc.		05/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NSPH Funding LLC		
<b>Street Address:</b>	2711 Centerville Road, Suite 400		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2825891		
<b>Registration Number:</b>	2924979	VERIGENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9142880023		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	914-821-3084		
<b>Email:</b>	clarke@leasonellis.com, tmdocket@leasonellis.com		
<b>Correspondent Name:</b>	Deirdre A Clarke c/o Leason Ellis LLP		
<b>Address Line 1:</b>	One Barker Avenue, Fifth Floor		
<b>Address Line 4:</b>	White Plains, NEW YORK 10601		
<b>ATTORNEY DOCKET NUMBER:</b>	05063/810124-000		
<b>NAME OF SUBMITTER:</b>	Deirdre A. Clarke		
<b>SIGNATURE:</b>	/deirdreclarke/		
<b>DATE SIGNED:</b>	06/16/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement") dated as of May 14, 2015, is made by Nanosphere, Inc., a Delaware corporation ("Grantor"), in favor of NSPH Funding LLC ("Collateral Agent") in its capacity as collateral agent for the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Collateral Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent for its benefit and the benefit of the Lenders 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 (as defined in the Loan Agreement).

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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

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

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

(j) 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, "Intellectual Property Collateral" shall not include (i) any United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; or (ii) any licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works to the extent (x) that the terms of such license or other rights validly prohibits the creation by Grantor of a security interest therein or thereon or (y) to the extent that applicable law prohibits the creation of a security interest therein or thereon but only to the extent and for so long as such license, terms of any other right to use, or applicable law validly prohibits the creation of a Lien on such property in favor of the Collateral Agent.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Collateral Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Collateral Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Collateral Agent's successors and assigns.


6. Governing Law. This Agreement has been negotiated and delivered to Collateral Agent in the State of New York, and shall have been accepted by Collateral Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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.

GRANTOR:

NANOSPHERE, INC., a Delaware corporation



By: NANOSPHERE, INC.

Title: CEO

COLLATERAL AGENT:

NSPH FUNDING LLC, a Delaware limited liability company

By: Stephen J. DeNefsky

Title: President

[Signature Page to IP Security Agreement]

TRADEMARK  
REEL: 005554 FRAME: 0066

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.

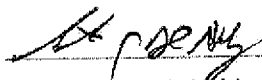
GRANTOR:

NANOSPHERE, INC., a Delaware corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLLATERAL AGENT:

NSPH FUNDING LLC, a Delaware limited liability company

  
\_\_\_\_\_  
By: Stephen J. DeNelsky  
Title: President

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005554 FRAME: 0067**

NANOSPHERE COLLATERAL -- TRADEMARK SCHEDULE

Trademark	Country	Appl No.	Reg. No.	Class	Status
Misc. DESIGN (NSPH Logo)	USA	76/379,383	2825891	09 Int./10 Int.	Registered
NANOSPHERE	Canada	1195616			Published
NANOSPHERE	China	92013169	3492602	10 Int.	Registered
NANOSPHERE	China	92013170	3492603	42 Int.	Registered
NANOSPHERE	Japan	2003-018473	4780186	10 Int., 42Int.	Registered
NANOSPHERE	Korea	2003-0000977	10998	10 Int., 42Int.	Registered
NANOSPHERE	Taiwan	92013169	1104151	10 Int.	Registered
NANOSPHERE	Taiwan	92013170	193503	42 Int.	Registered
VERIGENE	Canada	1176895		09 Int./10 Int.	Published
VERIGENE	China	3784185	3784185	09 Int.	Registered
VERIGENE	China	3784186	3784186	10 Int.	Registered
VERIGENE	European Community	3,449,931	3,449,931	09 Int./10 Int.	Registered
VERIGENE	Hong Kong	300104949	300104949	09 Int./10 Int.	Registered
VERIGENE	Japan	2003-097175	4770337	09 Int./10 Int.	Registered
VERIGENE	Korea	2003-0048480	612461	09 Int./10 Int.	Registered
VERIGENE	Taiwan	92064373	1106242	09 Int.	Registered
VERIGENE	Taiwan	92064383	1106274	09 Int.	Registered
VERIGENE	USA	78/245,832	2924979	09 Int./10 Int.	Registered