

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AltheaDx, Inc.		11/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86474516	MAKING PERSONALIZED MEDICINE POSSIBLE	
Serial Number:	86474500	IDGENETIX	
Serial Number:	86474499	IDGENETIX	
CORRESPONDENCE DATA			
Fax Number:	8586771401		
<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>			
Phone:	858-677-1400		
Email:	derek.montebianco@dlapiper.com		
Correspondent Name:	DLA Piper LLP US		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	11/10/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 9, 2016, by and between SILICON VALLEY BANK ("Bank") and ALTHEADX, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Third Amended and Restated Loan and Security Agreement dated as of December 17, 2014 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Borrower and Bank plan to enter into that certain Forbearance Agreement and First Amendment to Third Amended and Restated Loan and Security Agreement, dated as of the date hereof (the "Forbearance and Amendment"), which provides, among other things, that Bank will forbear from exercising remedies in connection with certain Events of Default that have occurred. Bank has agreed to enter into the Forbearance and Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Forbearance and Amendment, Grantor has granted to Bank 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.

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 Bank 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 or 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 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Forbearance and Amendment and the Loan Agreement, which are 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 Bank 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

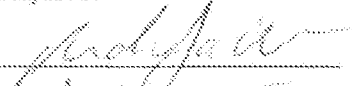
laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

ALTHEADX, INC.

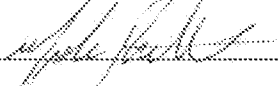
By: 

Name: Andrew Jackson

Title: CFO

BANK:

SILICON VALLEY BANK

By: 

Name: Mark Rosshirt

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description - Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHODS FOR ANALYSIS OF GENE EXPRESSION – United States of America	6,618,679	9/9/2003
METHODS FOR ANALYSIS OF GENE EXPRESSION– United States of America	2016-0138087	5/19/2016
STRATEGIES FOR GENE EXPRESSION ANALYSIS – Germany	60332948.9	6/9/2010
STRATEGIES FOR GENE EXPRESSION ANALYSIS – European Patent Office	1552010	6/9/2010
STRATEGIES FOR GENE EXPRESSION ANALYSIS – France	1552010	6/9/2010
STRATEGIES FOR GENE EXPRESSION ANALYSIS – United Kingdom	1552010	6/9/2010
STRATEGIES FOR GENE EXPRESSION ANALYSIS – Netherlands	1552010	6/9/2010
STRATEGIES FOR GENE EXPRESSION ANALYSIS – United States of America	7,476,519	1/13/2009
STRATEGIES FOR GENE EXPRESSION ANALYSIS – United States of America	7,897,750	3/1/2011
EXPRESSION PROFILING USING MICROARRAYS - Japan	5171037	1/11/2013
EXPRESSION PROFILING USING MICROARRAYS - United States of America	7,824,856	11/2/2010
COMPOSITIONS AND METHODS FOR THE ANALYSIS OF DEGRADED NUCLEIC ACIDS - Japan	5280841	5/31/2013
COMPOSITIONS AND METHODS FOR THE ANALYSIS OF DEGRADED NUCLEIC ACIDS - United States of America	2015-0275270	10/1/2015

EXHIBIT C

Trademarks

<u>Description - Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IDGENETIX - China	17143776	6/8/2015
IDGENETIX - China	18792465	1/5/2016
IDGENETIX - European Union Intellectual Property Office	014225528	6/8/2015
IDGENETIX - Japan	5819081	1/15/2016
IDGENETIX --- United States of America	4,781,890	7/28/2015
IDGENETIX and Design - United States of America	4,781,891	7/28/2015
MAKING PERSONALIZED MEDICINE POSSIBLE - United States of America	4,789,329	8/11/2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None