

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Revolving)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genoptix, Inc.		03/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as Agent		
Street Address:	c/o MidCap Financial Services, LLC		
Internal Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3379194	CHART	
Registration Number:	4482928	COMPASS	
Registration Number:	3211899	ECOMPASS	
Registration Number:	4730973	G	
Registration Number:	3701747	GENOPTIX	
Registration Number:	3029578	GENOPTIX	
Registration Number:	3056516	GENOTRACE	
Registration Number:	3846550	NEXCOURSE	
CORRESPONDENCE DATA			
Fax Number:	7036106100		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102-3302		
ATTORNEY DOCKET NUMBER:	039759.000013		

CH \$215.00 3379194

NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	03/02/2017
Total Attachments: 6 source=IP Security (Revolver)#page1.tif source=IP Security (Revolver)#page2.tif source=IP Security (Revolver)#page3.tif source=IP Security (Revolver)#page4.tif source=IP Security (Revolver)#page7.tif source=IP Security (Revolver)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 1st day of March, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”) and **GENOPTIX, INC.**, a Delaware corporation (“Genoptix” and, together with any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Borrowers (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement (Revolving Loan), by and among Agent, the Lenders and the Borrowers dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Borrowers, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 such 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 (other than intent-to-use applications) and registrations of the same and like protections, and the entire goodwill of the business of such 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;

provided, however, that in no event shall any Intellectual Property Collateral include any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[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.

GRANTORS:

GENOPTIX, INC.

By: 
Name: Mark E. Spring
Title: Chief Financial Officer, Secretary and Treasurer

Address:

1811 Aston Avenue
Carlsbad, California 92008

Attn: Mark E. Spring, Chief Financial Officer

Facsimile: _____

E-Mail: mspring45@gmail.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner


By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C

Trademarks

Trademark	Country	Reg. Date	Reg. No.
CHART	United States	Feb-05-2008	3379194
COMPASS	United States	Feb-18-2014	4482928
eCOMPASS	United States	Feb-20-2007	3211899
 G (Logo)	Canada	Oct-06-2016	TMA951624
 G (Logo)	Colombia	Nov-30-2015	529486
 G (Logo)	Mexico	Oct-13-2015	1580200
 G (Logo)	Mexico	Oct-16-2015	1581067
 G (Logo)	Panama	Jun-16-2015	241633
 G (Logo)	United States	May-05-2015	4730973
GENOPTIX	Australia	Oct-29-2001	874525
GENOPTIX	Australia	Feb-11-2011	1408434
GENOPTIX	Canada	Jan-11-2008	TMA704560
GENOPTIX	China	Jan-07-2011	7701129

Trademark	Country	Reg. Date	Reg. No.
GENOPTIX	Colombia	Feb-29-2016	534776
GENOPTIX	European Union	Aug-10-2011	009781287
GENOPTIX	European Union	Aug-13-2002	002203800
GENOPTIX	Japan	May-16-2003	4672758
GENOPTIX	Mexico	Aug-19-2015	1565288
GENOPTIX	Panama	Jun-16-2015	241632
GENOPTIX	United States	Oct-27-2009	3701747
GENOPTIX	United States	Dec-13-2005	3029578
GENOTRACE	United States	Jan-31-2006	3056516
NEXCOURSE	United States	Sept-07-2010	3846550