

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DNANEXUS, INC.		05/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as Agent		
Street Address:	c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, #200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4366728	DNANEXUS	
Registration Number:	4366729	DNANEXUS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	330965-101		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	05/15/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 15th day of May, 2017, by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”), and **DNANEXUS, INC.**, a Delaware corporation (the “Grantor”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantor (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Agent, the Lenders and the Grantor 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 Grantor, but only upon the condition, among others, that the Grantor 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 defined below) to secure the obligations of the Grantor under the Credit Agreement.

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

AGREEMENT

To secure its obligations under the Credit Agreement, the Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of the 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 the 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 the 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.

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 pages follow]

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:

DNAnexus, Inc.

By:  _____ (SEAL)
Name: Richard Daly
Title: Chief Executive Officer

Address:

1975 W El Camino Real #101
Mountain View, CA 94040
Attn: Brad Sitko, VP, Finance
Facsimile: (650) 472-9023
E-Mail: bsitko@dnanexus.com

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006060 FRAME: 0453

AGENT:

MIDCAP FINANCIAL TRUST

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

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

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Country</u>	<u>Title</u>	<u>App # Filing Date</u>	<u>Patent # Grant Date</u>	<u>Parent # Filing Date</u>	<u>Category</u>	<u>Inventor(s)</u>	<u>Owner</u>	<u>Status</u>
US United States	<u>SEQUENCE READ ARCHIVE INTERFACE</u>	<u>14/238,469 08-10-2012</u>		<u>PCT/US2012/0504 64 08-10-2012</u>	PCT National Phase	<u>BRIGITTE GANTER SEGHEZZI EVAN M. WORLEY BING XIA</u>	<u>DNANEXUS INC</u>	<u>Published on 8/28/2014</u>
<u>PCT International (PCT)</u>	<u>SEQUENCE READ ARCHIVE INTERFACE</u>	<u>PCT/US20 12/050464 08-10-2012</u>			Normal	<u>BRIGITTE GANTER SEGHEZZI EVAN M. WORLEY BING XIA</u>	<u>DNANEXUS INC</u>	<u>Published 2/21/2013</u>
US United States	<u>APPLICATION PROGRAMMING INTERFACE FOR TABULAR GENOMIC DATASETS</u>	<u>14/652,421 06-15-2015</u>		<u>PCT/US2013/0767 45 12-19-2013</u>	Normal	<u>ANDREAS SUNDOQUIST GEORGE ASIMENOS EVAN M. WORLEY PHILIP SUNG KATHERINE LAI</u>	<u>DNANEXUS INC</u>	<u>Docketed</u>
<u>PCT International (PCT)</u>	<u>APPLICATION PROGRAMMING INTERFACE FOR TABULAR GENOMIC DATASETS</u>	<u>PCT/US20 13/076745 12-19-2013</u>			Normal	<u>ANDREAS SUNDOQUIST GEORGE ASIMENOS EVAN M. WORLEY PHILIP SUNG KATHERINE LAI</u>	<u>DNANEXUS INC</u>	<u>Published 6/26/2014</u>
US United States	<u>CHARACTERIZING UNCHARACTERIZED GENETIC MUTATIONS</u>	<u>14/195,644 03-03-2014</u>			Normal	<u>ANDREW W. CARROLL</u>	<u>DNANEXUS INC</u>	<u>Non Final Action Mailed 4/28/2016</u>

EXHIBIT C

Trademarks

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
DNANEXUS Serial No: 85/469,447 Reg. No: 4,366,728 DNAnexus, Inc.	United States of America	Class 42: Providing a web hosting platform for the storage, management and analysis of DNA sequencing data for scientific research purposes and diagnostic and treatment purposes; DNA analysis services in the field of DNA sequencing for scientific research purposes and diagnostic and treatment purposes; analysis, namely in the nature of DNA screening of DNA sequences for scientific research purposes	Registered App Date: 11/10/2011 Reg Date: 07/16/2013 Section 8 & 15 Due: 07/16/2019
DNANEXUS Serial No: 1564212 Reg. No: 890130 DNAnexus, Inc.	Canada	Class -: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes; data storage, management and analysis in the field of DNA sequencing for diagnostic and treatment purposes. Providing a web hosting platform for the storage, management and analysis of DNA sequencing data for scientific research purposes and diagnostic and treatment purposes; DNA analysis services in the field of DNA sequencing for scientific research purposes and diagnostic and treatment purposes; analysis, namely, in the nature of DNA screening of DNA sequences for scientific research purposes.	Registered App Date: 02/15/2012 Reg Date: 11/17/2014 Renewal Due: 11/17/2029
DNANEXUS Serial No: 953977 Reg. No: 953977	New Zealand	Class 35: Data storage (other than physical storage) and data management in the field of DNA sequencing for diagnostic, treatment and scientific research purposes	Registered App Date: 02/15/2012 Reg Date: 08/16/2012
DNAnexus, Inc.		Class 39: Physical storage of electronically stored data Class 42: Analysis of genomic information for scientific research and medical research purposes Class 44: Analysis of genomic information for medical diagnosis and treatment	TM Soft Use Deadline: 08/16/2015 Renewal Due: 11/10/2021
DNANEXUS Serial No: 101007312 Reg. No: 1580139 DNAnexus, Inc.	Taiwan	Class 42: Providing a web hosting platform for the storage, management and analysis of DNA sequencing data for the temporary use of non-downloadable computer software; DNA analysis services in the field of DNA sequencing for scientific research purposes and diagnostic and treatment purposes; analysis services in the nature of DNA screening of DNA sequences for scientific research purposes; providing medical science research for the data analysis of DNA sequencing Class 44: Providing information services in the field of DNA sequencing for medical diagnostic and treatment purposes	Registered App Date: 02/16/2012 Reg Date: 05/16/2013 TM Soft Use Deadline: 05/16/2016 Renewal Due: 05/15/2023
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Madrid Protocol Australia Switzerland China European Community* Israel Iceland Japan Republic of Korea	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered App Date: 02/14/2012 Reg Date: 02/14/2012 Renewal Due: 02/14/2022 Renewal Grace Period Due: 08/14/2022

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
	See specific country below for current status.		
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Australia	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record TM Soft Use Deadline: 02/14/2017 Renewal Due: 02/14/2022
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	China	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record Renewal Due: 02/14/2022
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	European Community*	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record TM Soft Use Deadline: 02/14/2017 Renewal Due: 02/14/2022
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Iceland	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record TM Soft Use Deadline: 02/14/2017 Renewal Due: 02/14/2022
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Israel	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Japan	Class 42: Scientific research, namely data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record Renewal Due: 02/14/2022
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Republic of Korea	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record Renewal Due: 02/14/2022
DNANEXUS Serial No: IR1114718 Reg. No: IR1114718 DNAnexus, Inc.	Switzerland	Class 42: Data storage, management and analysis in the field of DNA sequencing for scientific research purposes	Registered (Madrid) App Date: 02/14/2012 Reg Date: 02/14/2012 For Renewal, see Madrid Protocol Record Renewal Due: 02/14/2022

Mark/Serial Number/Registration Number/Listed Owner	Country	Class/Goods and Services	Status
DNANEXUS LOGO Serial No: 85/469,466 Reg. No: 4,366,729 DNAnexus, Inc.	United States of America	Class 42: Providing a web hosting platform for the storage, management and analysis of DNA sequencing data for scientific research purposes and diagnostic and treatment purposes; DNA analysis services in the field of DNA sequencing for scientific research purposes and diagnostic and treatment purposes; analysis, namely in the nature of DNA screening of DNA sequences for scientific research purposes	Registered App Date: 11/10/2011 Reg Date: 07/16/2013 Section 8 & 15 Due: 07/16/2019

** European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.*

EXHIBIT D

Mask Works

None.