

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROS ACQUISITION OFFSHORE LP		07/18/2017	Exempted Limited Partnership (Elp): CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Natera, Inc.		
Street Address:	201 Industrial Road, Suite 410		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85467718	PRENATUS	
Registration Number:	4203883	NATERA	
Serial Number:	85776044	PANORAMA	
CORRESPONDENCE DATA			
Fax Number:	6082584258		
<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:	608.257.5035		
Email:	ipdocketing@foley.com		
Correspondent Name:	Tricia L. Schulz		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	150 East Gilman Street, Suite 5000		
Address Line 4:	Madison, WISCONSIN 53703-1482		
ATTORNEY DOCKET NUMBER:	106778-0165, 0166, 0169		
NAME OF SUBMITTER:	Tricia L. Schulz		
SIGNATURE:	/Tricia L. Schulz/		
DATE SIGNED:	07/27/2017		
Total Attachments: 13			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of July 18, 2017, is made by ROS ACQUISITION OFFSHORE LP, a Cayman Islands Exempted Limited Partnership (together with its Affiliates, successors, transferees and assignees, the “**Lender**”), in favor of NATERA, INC., a Delaware corporation (the “**Grantor**”).

W I T N E S S E T H:

WHEREAS, the Lender and the Grantor are parties to (i) that certain Credit Agreement, dated April 18, 2013 (the “**Credit Agreement**”), (ii) that certain Pledge and Security Agreement in favor of the Lender, dated as of April 18, 2013, (the “**Security Agreement**”) and (iii) that certain Trademark Security Agreement, dated as of April 18, 2013 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Lender, a continuing security interest in all of the Grantor’s right, title and interest in and to the following property, whether now or thereafter existing, owned or acquired by the Grantor and wherever located (the “**Trademark Collateral**”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “**Trademarks**”);
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the

goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 23, 2013 at Reel/Frame No. 5012/0032; and

WHEREAS, the Grantor desires that the Lender terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Lender hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule I attached hereto, and reassigns and transfers to the Grantor all right, title and interest that the Lender may have in the Trademark Collateral.

SECTION 3. Recordation. The Lender hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

SECTION 4. Further Assurances. The Lender hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its respective agents or designees) reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Trademark Collateral.

SECTION 5. Governing Law. THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE OR ANY OTHER DOCUMENT CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender and Grantor have caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

ROS ACQUISITION OFFSHORE LP, as
Lender

By: 

Name: Samuel D. Isaly

Title: Managing Member

NATERA, INC., as Grantor

By: 

Name: Mike Brophy

Title: CFO

SCHEDULE I
to Release of Security Interest in
Trademarks

Item A

See attached.

Item B

None.

[Schedules to Release of Security Interest in Trademarks]

TRADEMARKS

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
PRENATUS	85/467718		Allowed	US	11/8/2011		42 Int. medical laboratory services; genetic testing for scientific research purposes in the field of human reproduction	GSN / Natara	
NATERA	85/487673	4203883	Registered	US	12/5/2011	09/04/12	42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for scientific purposes 44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling	GSN / Natara	

TRADEMARK

REEL: 006115 FRAME: 0782

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	10930469	10930469	Registered	EP	6/1/2012	10/30/12	42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical and scientific research and analysis in the field of genetic testing; medical laboratory services; genetic testing or scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing medical purposes; medical laboratory services	GSN / Natera	
NATERA	1580172		Filed	CA	6/1/2012		42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing	GSN / Natera	
NATERA	11022636		Filed	CN	6/5/2012		44 Int. medical laboratory services; genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling 42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing	GSN / Natera	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	11022635		Filed	CN	6/5/2012		44 Int. medical laboratory services; genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling	GSN / Natera	

TRADEMARK

REEL: 006115 FRAME: 0784

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	2012-44502	5521348	Registered	JP	6/4/2012	09/14/12	<p>42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; testing; inspection or research on therapeutic approaches and techniques related to medical treatment and providing information thereof; genetic testing for scientific research and analysis purposes, genetic testing for scientific research and analysis purposes in the field of human reproduction, hosting computer sites (web sites) featuring information in the field of genetic testing for medical purposes, research and development for others, providing information in the field of medical research; testing; inspection or research for medical care, computer software design; testing; inspection or research for medical care; computer software design; computer programming or maintenance of computer of computer software with respect to medical data; design of surgical instruments; analysis; research in the field of medical care and consultation thereof; testing or research on machines; apparatus and instruments and their parts for medical purposes</p> <p>44 Int. genetic testing for medical purposes; counseling for medical purposes in the field of genetic; genetic testing for medical purposes and counseling as medical purposes related to inheritance in the field of human reproduction; providing information on gene therapy; medical services; providing medical information; counseling and advice on health care; counseling and advice on providing of medical information</p>	GSN / Naterra	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	1494690		Published	AU	6/5/2012		42 Int. medical and scientific research in the field of genetic testing; providing medical and scientific research information in the field of genetic testing 44 Int. medical laboratory services; genetic testing; genetic counseling; genetic testing and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing and genetic counseling; namely providing information about genetic testing and genetic counseling via a website	GSN / Natara	
NATERA	2012718511		Filed	RU (Russian Federation)	6/5/2012		42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for medical purposes 44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling	GSN / Natara	
NATERA	840152647		Filed	BR (Brazil)	6/5/2012	10	42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for medical purposes	GSN / Natara	

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
NATERA	840152671		Filed	BR	6/5/2012		44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling	GSN / Natera	
NATERA	2343007		Filed	IN (India)	6/5/2012		42 Int. medical and scientific research and analysis in the field of genetic testing; providing medical and scientific research information in the field of genetic testing; medical laboratory services; genetic testing for scientific research and analysis purposes; genetic testing for scientific research and analysis purposes in the field of human reproduction; providing a website featuring information in the field of genetic testing for medical purposes	GSN / Natera	
							44 Int. genetic testing for medical purposes; genetic counseling; genetic testing for medical purposes and genetic counseling in the field of human reproduction; providing a website featuring information about genetic testing for medical purposes and genetic counseling		

TRADEMARK

REEL: 006115 FRAME: 0787

Trademark	Appl. #	Reg. #	Status	Country of Reg.	Appl. Dt	Reg. Dt	Goods and Services	Owner	Security Interest Information
PANORAMA	85/776044		Filed	US (foreign filing options are open)	11/9/2012		<p>01 Int. kits and reagents for genetic testing for medical and scientific research purposes; kits and reagents for genetic testing for medical and scientific research purposes in the field of human reproduction; kits and reagents for prenatal testing for medical and scientific research purposes; nucleic acid based kits and reagents for testing for fetal chromosomal abnormalities for medical and scientific research purposes</p> <p>42 Int. genetic testing for scientific research purposes; genetic testing for scientific research purposes in the field of human reproduction; prenatal testing for scientific research purposes; testing for fetal chromosomal abnormalities for research purposes; scientific, laboratory, clinical, medical, and technological research and analysis services in the fields of nucleic acid analysis, prenatal testing, and genetics; medical laboratory services; providing a website featuring information about genetic testing for scientific research purposes; providing a website featuring information about prenatal testing for scientific research purposes</p> <p>44 Int. genetic testing for medical purposes; genetic testing for medical purposes in the field of human reproduction; prenatal testing for medical purposes; testing for fetal chromosomal abnormalities for medical purposes; genetic counseling; providing a website featuring information about genetic testing and genetic counseling for medical purposes; providing a website featuring information about prenatal testing and genetic counseling for medical purposes</p>	GSN / Natara	

