

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natera, Inc.		08/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Orbimed Royalty Opportunities II, LP		
Street Address:	601 Lexington Avenue		
Internal Address:	54th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4782949	ANORA	
Registration Number:	4203883	NATERA	
Registration Number:	4846375	PANORAMA	
Registration Number:	4795748	PANORAMA	
Registration Number:	4683645	POWERED BY SNPS	
Registration Number:	4377165	PRENATUS	
Registration Number:	4804768	SPECTRUM	
Serial Number:	86634580	CONSTELLATION	
Serial Number:	87193621	EVERCORD	
Serial Number:	87472240	NATERA	
CORRESPONDENCE DATA			
Fax Number:	2026626291		
<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:	(202)662-6000		
Email:	jaugsburger@cov.com		
Correspondent Name:	Covington & Burling LLP		
Address Line 1:	One CityCenter, 850 Tenth Street, NW		
Address Line 2:	Attn: Patent Docketing		

CH \$265.00 4782949

Address Line 4:	Washington, D.C. 20001
NAME OF SUBMITTER:	Jennifer Augsburger
SIGNATURE:	/jennifer augsburger/
DATE SIGNED:	08/08/2017
Total Attachments: 6 source=Trademark_Security_Agreement [Executed]#page1.tif source=Trademark_Security_Agreement [Executed]#page2.tif source=Trademark_Security_Agreement [Executed]#page3.tif source=Trademark_Security_Agreement [Executed]#page4.tif source=Trademark_Security_Agreement [Executed]#page5.tif source=Trademark_Security_Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2017 (this "Agreement"), is made by NATERA, INC., a Delaware corporation (the "Grantor") in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware Limited Partnership, for itself and as agent for the other parties to which the Grantors may owe any Obligations (together with its Affiliates, successors, transferees and assignees, the "Lender").

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 8, 2017 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and between Natera, Inc., a Delaware corporation (the "Borrower") and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of August 8, 2017 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (c) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in and to all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for its benefit, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned or acquired by the Grantor, and wherever located (the "Trademark Collateral");

(a) (i) all of the Grantor's Trademarks now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, 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;

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a); and

(d) 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 or Trademark registration, or for any injury to the goodwill associated with the use of any such Trademark and all rights corresponding thereto throughout the world;

except that notwithstanding the foregoing, "Trademark Collateral" shall not include any trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent to use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Lender will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g. "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

NATERA, INC.

By: 

Name: Michael Brophy
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006125 FRAME: 0284

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Country	Mark	Registration No.	Registration Date
Argentina	NATERA	2793701	Mar-23-2016
Argentina	NATERA	2793702	Mar-23-2016
Argentina	NATERA	2793700	Mar-23-2016
Argentina	PANORAMA	2662678	Jul-11-2014
Australia	NATERA	1494690	Jun-05-2012
Australia	PANORAMA	1555711	May-08-2013
Australia	POWERED BY SNPS	1628725	Jun-17-2014
Brazil	NATERA	840152671	Jun-30-2015
Brazil	PANORAMA	840509707	Feb-02-2016
Brazil	PANORAMA	840509723	Feb-02-2016
Canada	NATERA	TMA904282	May-22-2015
Canada	PANORAMA	TMA936551	May-02-2016
Canada	POWERED BY SNPS	TMA909952	Jul-30-2015
China	NATERA	11022636	Aug-14-2015
China	NATERA	11022635	Jan-07-2014
China	PANORAMA	12552423	Oct-07-2014
China	PANORAMA	12552422	Mar-14-2015
European Community	CONSTELLATION	014052708	Sep-14-2015
European Community	NATERA	10930469	Oct-30-2012
European Community	PANORAMA	011801297	Oct-03-2013
European Community	POWERED BY SNPS	013001037	Nov-07-2014
Hong Kong	PANORAMA	303405014AB	Apr-15-2016
Israel	NATERA	274532	Apr-06-2017
Israel	PANORAMA	255562	Jul-02-2015
Japan	NATERA	5521348	Sep-14-2012
Japan	PANORAMA	5717619	Nov-14-2014
Republic of Korea	NATERA	41-0392401	Mar-27-2017
Republic of Korea	PANORAMA	450051329	Sep-30-2014
Malaysia	NATERA	201505822	May-26-2015
Malaysia	NATERA	2015058021	Jan-20-2017
Malaysia	PANORAMA	2015057528	Apr-08-2016
Malaysia	PANORAMA	2015057530	Apr-15-2016
Mexico	NATERA	1663298	Aug-11-2016
Mexico	NATERA	1582345	Oct-20-2015
Mexico	PANORAMA	1444991	Mar-31-2014
Peru	NATERA	00011277	Aug-07-2015

Peru	PANORAMA	79720	Dec-18-2013
Russian Federation	NATERA	506143	Feb-11-2014
Russian Federation	PANORAMA	518969	Jul-29-2014
Singapore	NATERA	40201508229Q	May-15-2015
Singapore	PANORAMA	40201508236X	May-15-2015
South Africa	PANORAMA	2013/12156	Mar-31-2016
South Africa	PANORAMA	2013/12155	Mar-31-2016
Switzerland	NATERA	678959	Oct-09-2015
Switzerland	PANORAMA	675238	Jul-07-2015
United States of America	ANORA	4782949	Jul-28-2015
United States of America	NATERA	4203883	Sep-04-2012
United States of America	PANORAMA	4846375	Nov-03-2015
United States of America	PANORAMA	4795748	Aug-18-2015
United States of America	POWERED BY SNPS	4683645	Feb-10-2015
United States of America	PRENATUS	4377165	Jul-30-2013
United States of America	SPECTRUM	4804768	Sep-01-2015

Pending Trademark Applications

Country	Trademark	Application No.	Application Date
Brazil	NATERA	840152647	Jun-05-2012
Canada	EVERCORD	1826662	Mar-10-2017
Hong Kong	NATERA	303405023	May-12-2015
India	NATERA	2343007	Jun-05-2012
India	PANORAMA	2527919	May-09-2013
South Africa	NATERA	2015/12170	May-12-2015
South Africa	NATERA	2015/12169	May-12-2015
Thailand	NATERA	991350	Jun-23-2015
Thailand	NATERA	991349	Jun-23-2015
Thailand	PANORAMA	991352	Jun-23-2015
Thailand	PANORAMA	991351	Jun-23-2015
United States of America	CONSTELLATION	86/634580	May-19-2015
United States of America	EVERCORD	87/193621	Oct-05-2016
United States of America	NATERA	87/472240	Jun-01-2017