

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EXAGEN DIAGNOSTICS, INC.		09/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as collateral agent		
<b>Street Address:</b>	777 THIRD AVENUE, 25TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4892518	AVISE	
<b>Registration Number:</b>	3865020	AVISE	
<b>Registration Number:</b>	4396512	AVISE SLE	
<b>Registration Number:</b>	5201751	AVISE TOUCH	
<b>Registration Number:</b>	4892516	EXAGEN DIAGNOSTICS	
<b>Registration Number:</b>	4889463	EXAGEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	330829-103 Exagen		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		

CH \$165.00 4892518

<b>DATE SIGNED:</b>	09/11/2017
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**Total Attachments: 7**

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- source=Innovatus - Exagen - IP Security Agreement (executed) (9.7.2017)#page2.tif
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- source=Innovatus - Exagen - IP Security Agreement (executed) (9.7.2017)#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 7, 2017 by and between INNOVATUS LIFE SCIENCES LENDING FUND I, LP, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and EXAGEN DIAGNOSTICS, INC. ("Grantor").

### RECITALS

A. Lenders have 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 Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated September 7, 2017 (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Collateral constituting Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding, in each case and for the avoidance of doubt, all items that are specifically excluded from the definition of "Collateral" under the Loan Agreement.

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

*[Balance of Page Intentionally Left Blank]*


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:

Address of Grantor:

EXAGEN DIAGNOSTICS, INC.

1261 Liberty Way, Suite C  
Vista, CA 92081  
Attn: Chief Financial Officer

By:  \_\_\_\_\_

Title: CFO \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006151 FRAME: 0967**

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.

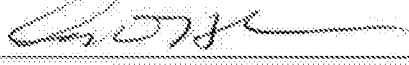
COLLATERAL AGENT:

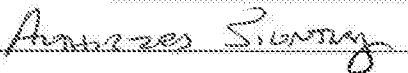
Address of Collateral Agent:

INNOVATUS LIFE SCIENCES LENDING FUND  
I, LP

777 Third Avenue, 25th Floor  
New York, NY 10017

By: Innovatus Life Sciences GP, LP  
Its: General Partner

By: 

Title: 

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Title</u>	<u>Patent No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
Methods for Optimizing Clinical Responsiveness to Methotrexate Therapy Using Metabolite Profiling and Pharmacogenetics	7582282	September 1, 2009		
Methods for Predicting Methotrexate Polyglutamate Levels Using Pharmacogenetics	7695908	April 13, 2010		
Methods for Direct Detection of Individual Methotrexate Metabolites	6921667	July 26, 2005		
Methods of Quantifying Methotrexate Metabolites	7563590	July 21, 2009		
Real Time Method of Detecting Acute Inflammatory Conditions	7361517	April 22, 2008		
Diagnosing and Monitoring Inflammatory Diseases by Measuring Complement Components on White Blood Cells	7585640	September 8, 2009		
Monitoring Immunologic, Hematologic, and Inflammatory Diseases	8080382	December 20, 2011		
Identification and Monitoring of Systemic Lupus Erythematosus	7588905	September 15, 2009		
Identification and Monitoring of Systemic Lupus Erythematosus	8126654	February 28, 2012		
Methods for Monitoring Methotrexate Therapy	9261509	February 16, 2016		
Methods for Diagnosing Systemic Lupus Erythematosus			13/992086	July 2, 2013

Methods and Devices Relating to Estimating Classifier Performance	7698071	April 13, 2010		
Methods for Treating and Diagnosing Systemic Lupus Erythematosus			14/767461	August 12, 2015
Methods for Monitoring Anti Monoclonal Antibody Therapy Using Cell Bound Complement Activation Products			62/478143	March 29, 2017
Methods for Monoclonal Antibody Therapy			62/508664	May 19, 2017
Diagnostics and monitoring of systemic lupus erythematosus and of scleroderma	7,390,631	June 24, 2008		
Process for diagnosing rheumatic diseases	8,999,921	April 7, 2015		



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>Registration Date</u>
Avise (stylized)	4,892,518	January 26, 2016
Avise (standard)	3865020	October 19, 2010
Avise SLE	4396512	September 3, 2013
Avise Touch	5201751	May 9, 2017
Exagen Diagnostics	4,892,516	January 26, 2016
Exagen	4,889,463	January 19, 2016