

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM454920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROSETTA GENOMICS INC.		12/14/2017	Corporation: DELAWARE
ROSETTA GENOMICS LTD		12/14/2017	Company: ISRAEL
MINUET DIAGNOSTICS, INC.		12/14/2017	Corporation: DELAWARE
CYNOGEN INC.		12/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GENOPTIX, INC.		
Street Address:	2131 Faraday Avenue		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4750339	ROSETTA GENOMICS	
Registration Number:	5177035	ROSETTA GENOMICS	
Registration Number:	5256867	ROSETTAGX	
Registration Number:	4208889	CYNOGEN	
Registration Number:	4720992	PERSONALIZEDX	
CORRESPONDENCE DATA			
Fax Number:	2139963303		
<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:	213-683-6303		
Email:	amyarnelle@paulhastings.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	515 Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		

CH \$140.00 4750339

DATE SIGNED:	12/18/2017
Total Attachments: 5 source=GENOPTIX TRADEMARK SECURITY AGREEMENT#page1.tif source=GENOPTIX TRADEMARK SECURITY AGREEMENT#page2.tif source=GENOPTIX TRADEMARK SECURITY AGREEMENT#page3.tif source=GENOPTIX TRADEMARK SECURITY AGREEMENT#page4.tif source=GENOPTIX TRADEMARK SECURITY AGREEMENT#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 14th day of December, 2017, by and among **ROSETTA GENOMICS INC.**, a Delaware corporation, **ROSETTA GENOMICS, LTD.**, a company incorporated under the Laws of the State of Israel (“**Rosetta**”), **MINUET DIAGNOSTICS, INC.**, a Delaware corporation (“**Minuet**”), and **CYNOGEN INC.**, a Delaware (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **GENOPTIX, INC.** (“**Grantee**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 14, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”) by and among Rosetta Genomics Inc., as borrower (“**Borrower**”), Rosetta Genomics, Ltd., Minuet Diagnostics, Inc., and CynoGen Inc., as guarantors, and Grantee, Grantee has agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Grantee is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Grantee, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Grantee, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all trademarks and services marks, including registered trademarks and service marks and applications for registration of trademarks or service marks, owned or exclusively licensed to such Grantor including those referred to on Schedule I (collectively, “**Trademarks**”);

(b) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademarks; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, including right to receive any damages and right to receive license fees, royalties, and other compensation under such Trademarks, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the obligations of Grantor under the Loan Agreement (“**Secured Obligations**”), whether now existing or arising hereafter. Without

limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Grantee, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Grantee with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

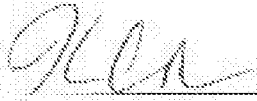
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

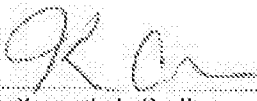
IN WITNESS WHEREOF, the parties herein have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

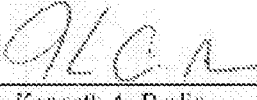
ROSETTA GENOMICS INC.

By: 
Name: Kenneth A. Berlin
Title: Chief Executive Officer and President

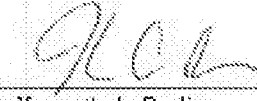
ROSETTA GENOMICS LTD.

By: 
Name: Kenneth A. Berlin
Title: Chief Executive Officer and President

MINUET DIAGNOSTICS, INC.

By: 
Name: Kenneth A. Berlin
Title: Chief Executive Officer and President

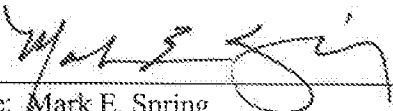
CYNOGEN INC.

By: 
Name: Kenneth A. Berlin
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

GRANTEE:

GENOPTIX, INC.

By: 

Name: Mark E. Spring


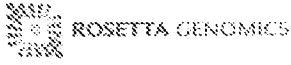
Title: Chief Financial Officer, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006231 FRAME: 0192

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Reg. Date
Rosetta Genomics Ltd.	Israel	ROSETTA GENOMICS (red writing on stone)	140913	04/Dec/2001
Rosetta Genomics Ltd.	China	Rosetta Genomics	15105456	14/Apr/2017
Rosetta Genomics Ltd.	USA	Rosetta Genomics	4,750,339	09/Jun/2015
Rosetta Genomics Ltd.	China		15105458	14/Apr/2017
Rosetta Genomics Ltd.	Europe CTM	miRview	1073634	13/Mar/2012
Rosetta Genomics Ltd.	Israel	miRview	215363	06/Feb/2011
Rosetta Genomics Ltd.	USA	miRview	4021349	06/Sep/2011
Rosetta Genomics Ltd.	Israel	miRview Squamous	215364	07/Feb/2011
Rosetta Genomics Ltd.	Israel	miRview meso	215365	28/Feb/2011
Rosetta Genomics Ltd.	Israel	miRview mets	215366	28/Feb/2011
Rosetta Genomics Ltd.	Israel	miRscreen	218954	28/Feb/2011
Rosetta Genomics Ltd.	China	 ROSETTA GENOMICS	15105457	07/Apr/2017
Rosetta Genomics Ltd.	USA	ROSETTA GENOMICS	5,177,035	04/Apr/2017
Rosetta Genomics Ltd.	USA	RosettaGX	5,256,867	01/Aug/2017
Cynogen Inc.	USA	Cynogen	4,208,889	18/Sep/2012
Cynogen Inc.	USA	PersonalizedDx	4,720,992	14/Apr/2015