

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concert Genetics, Inc.		12/29/2017	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Deerfield Private Design Fund IV, L.P., as Agent		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87415804		
Serial Number:	87301401	CONCERT GENETICS	
Registration Number:	5033095	GENEPAYER	
Registration Number:	4842246	GENESOURCE	
Registration Number:	4770562	THE GENETIC TESTING RESOURCE	
Registration Number:	4709566	NEXTGDX	
Registration Number:	4709522	GENE CONNECT	
Registration Number:	4318168	NEXTGDX	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	333285-151		
NAME OF SUBMITTER:	Oscar Ruiz		

CH \$215.00 87415804

SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/29/2017
Total Attachments: 5 source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif source=Executed Trademark Security Agreement#page4.tif source=Executed Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of December 29, 2017, by Concert Genetics, Inc., a Tennessee corporation (“**Grantor**”), in favor of Deerfield Private Design Fund IV, L.P., in its capacity as Agent for the Secured Parties (each as defined in the Facility Agreement referenced below) (in such capacity, together with its successors and assigns in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Grantee have entered into that certain Facility Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof, by and among Grantee, Grantor and the other “Grantors” (as defined therein) from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon substantially all assets (including the Collateral) of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers of Grantor, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof (all of the foregoing in clauses (a) and (b), collectively, “**Trademarks**”), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Obligations, in each case other than Excluded Property.

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

1. Incorporation of Facility Agreement and Security Agreement. The representations and warranties contained in the Facility Agreement and the Security Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto; provided, that any claim for breach of such representations and warranties may only be brought under the Facility Agreement and Security Agreement. The provisions of Sections 1.2 and 6.4 of the Facility Agreement are incorporated herein by reference thereto *mutatis mutandis*. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have

the respective meanings ascribed to such terms in the Security Agreement, or if not defined therein, in the Facility Agreement. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

(b) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark, and all proceeds and products with respect to the foregoing.

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

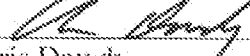
3. Governing Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State.

4. Counterparts. This Agreement may be executed in several counterparts, and by each party hereto on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CONCERT GENETICS, INC.,
a Tennessee corporation

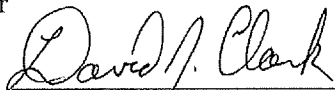
By: 
Name: Chris Dowdy
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

**DEERFIELD PRIVATE DESIGN FUND
IV, L.P., as Agent**

By: Deerfield Mgmt IV, L.P., General Partner

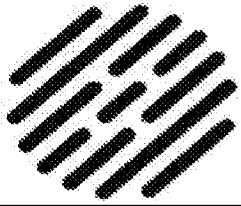
By: J.E. Flynn Capital IV, LLC, General
Partner

By: 

Name: David J. Clark

Title: Authorized Signatory

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
	87/415,804	4/18/2017	n/a	n/a	Pending	Grantor
CONCERT GENETICS	87/301,401	1/13/2017	n/a	n/a	Pending	Grantor
GENEPAYER	86/740,693	8/28/2015	5,033,095	8/30/2016	Registered	Grantor
GENESOURCE	86/316,319	6/20/2014	4,842,246	10/27/2015	Registered	Grantor
THE GENETIC TESTING RESOURCE	86/303,073	6/6/2014	4,770,562	7/7/2015	Registered	Grantor
NEXTGXDX	86/260,762	4/23/2014	4,709,566	3/24/2015	Registered	Grantor
GENE CONNECT	86/245,934	4/8/2014	4,709,522	3/24/2015	Registered	Grantor
NEXTGXDX	85/494,051	12/13/2011	4,318,168	4/9/2013	Registered	Grantor