

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareDx, Inc.		04/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings II, LP		
Street Address:	51 Astor Place, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3442169	ALLOMAP	
Registration Number:	3143352	ALLOMAP	
Registration Number:	4984156	ALLOSURE	
Registration Number:	5064628	CAREDX	
Registration Number:	3896426	CAREDX	
Registration Number:	4884670	CAREDX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-655-3372		
Email:	dmangan@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor,		
Address Line 2:	Deirdre Mangan		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Deirdre Mangan		
SIGNATURE:	/Deirdre Mangan/		
DATE SIGNED:	04/18/2018		

OP \$165.00 3442169

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CareDx, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 17, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Perceptive Credit Holdings II, LP

Street Address: 51 Astor Place, 10th Floor

City: New York

State: New York

Country: USA Zip: 10003

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: _____

Email Address: dmangan@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

TRADEMARK SECURITY AGREEMENT

April 17, 2018

WHEREAS, CAREDX, INC., a Delaware corporation (“*Borrower*”) and each entity that becomes a “Grantor” under the Security Agreement (together with Borrower, the “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS II, LP, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property constituting Collateral, including without limitation the trademarks and trademark applications listed on Schedule A hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the trademarks, whether now owned or at any time hereafter acquired, owned by such Grantor and constituting Collateral that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

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

CAREDX, INC.,
as Grantor

By: Michael Bell
Name: Michael Bell
Title: Chief Financial Officer

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006345 FRAME: 0592

**Schedule A
to Trademark Security Agreement**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Jurisdiction	Registration or Application Number	Status
CareDx, Inc.	United States	3442169	Registration Date June 3, 2008
CareDx, Inc.	United States	3143352	Registration Date September 12, 2006
CareDx, Inc.	United States	4984156	Registration Date June 21, 2016
CareDx, Inc.	United States	5064628	Registration Date October 18, 2016
CareDx, Inc.	United States	3896426	Registration Date December 28, 2010
CareDx, Inc.	United States	4884670	Registration Date January 12, 2016