

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DECIPHER BIOSCIENCES, INC.		03/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CRG SEVICING LLC
Street Address:	1000 Main Street
Internal Address:	Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85595288	DECIPHER
Serial Number:	85980319	DECIPHER
Serial Number:	87428856	DECIPHER
Serial Number:	85982486	
Serial Number:	87426563	
Serial Number:	86176643	INFORMATION FOR LIFE
Serial Number:	85981884	UROSKECH 3D
Serial Number:	86627457	GRID
Serial Number:	86978754	GRID
Serial Number:	86627358	DECIPHER GRID
Serial Number:	86978637	DECIPHER GRID

CORRESPONDENCE DATA

Fax Number: 3122076400

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.

Phone: 415 6595924

Email: mbenson@reedsmith.com

Correspondent Name: John Kline

TRADEMARK

Address Line 1: Reed Smith LLP
Address Line 2: 101 Second Street
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 387894.20027

NAME OF SUBMITTER: John Kline

SIGNATURE: /John Kline/

DATE SIGNED: 03/19/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of March 15, 2019, is made by DECIPHER BIOSCIENCES, INC., a Delaware corporation (formerly known as GenomeDx Inc., which is the continued and domesticated successor in interest of GenomeDx Biosciences Inc., a British Columbia corporation, the "*Grantor*"), in favor of CRG SERVICING LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "*Administrative Agent*") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement dated as of September 23, 2015 (as the same may be modified from time to time, the "*Credit Agreement*") among the Grantor, the subsidiary guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, as administrative agent, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement, dated as of September 23, 2015, in favor of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of the Grantor; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective Loans to the Grantor thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

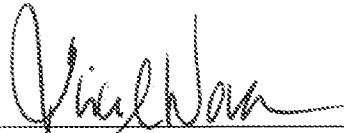
[Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,



DECIPHER BIOSCIENCES, INC. as Grantor

By 
Name: Tina S. Nova, PhD
Its: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CRG SERVICING LLC, as Administrative Agent

By _____
Name:
Its:

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

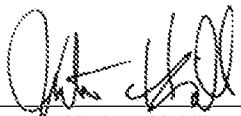
Very truly yours,

DECIPHER BIOSCIENCES, INC. as Grantor

By _____
Name:
Its:

ACCEPTED AND AGREED
as of the date first above written:

CRG SERVICING LLC, as Administrative Agent

By  _____
Name: Nathan Hukill
Its: Authorized Signatory

**Schedule I
To Trademark Security Agreement**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner	Trademark/Service Mark	Jurisdiction	Filing Date	App. No.	Registration No.
GenomeDx Biosciences Inc.	DECIPHER	CA	5/18/2012	1578365	972,714
GenomeDx Biosciences Inc.	DECIPHER	EC	10/8/2012	11245107	11245107
GenomeDx Biosciences Inc.	DECIPHER	IL	8/26/2014	270766	1227420
Decipher Biosciences, Inc.	DECIPHER	US	4/11/2012	85595288	4426227
Decipher Biosciences, Inc.	DECIPHER	US	4/11/2012	85980319	4441544
Decipher Biosciences, Inc.	DECIPHER	US	4/27/2017	87428856	5462194
GenomeDx Biosciences Inc.	GENOMEDX LOGO	EC	9/12/2013	1183819	1183819
GenomeDx Biosciences Inc.	GENOMEDX LOGO	IL	8/26/2014	1183819	1183819
Decipher Biosciences, Inc.	GENOMEDX LOGO	US	3/13/2013	85982486	4610916
Decipher Biosciences, Inc.	GENOMEDX LOGO	US	4/26/2017	87426563	5403365
GenomeDx Biosciences Inc.	GENOMEDX LOGO	CA	5/9/2017	1836637	
GenomeDx Biosciences Inc.	INFORMATION FOR LIFE	EC	7/24/2014	1224895	1224895
Decipher Biosciences, Inc.	INFORMATION FOR LIFE	US	1/27/2014	86176643	4618847
Decipher Biosciences, Inc.	UROSKECH 3D	US	4/24/2013	85981884	4565463
Decipher Biosciences, Inc.	GRID	US	5/12/2015	86627457	5163821
Decipher Biosciences, Inc.	GRID	US	5/12/2015	86978754	5,149,512
Decipher Biosciences, Inc.	DECIPHER GRID	US	6/7/2016	86627358	5,025,025
Decipher Biosciences, Inc.	DECIPHER GRID	US	6/7/2016	86978637	5,027,288

TRADEMARK/IP LICENSES

None.