

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NanoString Technologies, Inc.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Veracyte, Inc.		
Street Address:	6000 Shoreline Court		
Internal Address:	Suite 300		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87596033	LYMPHMARK	
Registration Number:	4585174	PROSIGNA	
Registration Number:	4585209	PROSIGNA	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	B. Brett Heavner		
Address Line 1:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	B. Brett Heavner		
SIGNATURE:	/B. Brett Heavner/		
DATE SIGNED:	01/08/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is dated December 13, 2019 (the “**Effective Date**”) and is between NanoString Technologies, Inc., a Delaware corporation, (“**Assignor**”) and Veracyte, Inc., a Delaware corporation (“**Assignee**”). Each of Assignor and Assignee are referred to herein as a “**Party**” or, collectively, as the “**Parties**.”

Under the License and Asset Purchase Agreement, dated December 3, 2019 (the “**LAPA**”), by and among Assignee and Assignor, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in the trademarks and trademark applications set forth below in **Exhibit A** (collectively, the “**Assignor Trademarks**”), together with the goodwill of the business connected with and symbolized by the Assignor Trademarks.

Assignee desires to acquire all of Assignor’s rights in the Assignor Trademarks, together with the goodwill of the business connected with and symbolized by the Assignor Trademarks, free and clear of all Liens (as defined in the LAPA) in accordance to and subject to the terms of the LAPA.

In exchange for the consideration paid under the LAPA, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all of Assignor’s right, title and interest in the Assignor Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assignor Trademarks, and all registrations that have been or may be granted for any of the Assignor Trademarks, together with all common law rights, and all goodwill of the business connected with and symbolized by the Assignor Trademarks, and all claims that it might have, at law or in equity, including the right to sue and recover damages and profits for past, present and future infringements, if any, free and clear of all Liens, and to fully and entirely stand in the place of Assignor in all matters related to the Assignor Trademarks. To the extent any intent-to-use applications are included in the Assignor Trademarks, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Assignor Trademarks.

In accordance to and subject to the terms of the LAPA, Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices.

Assignor grants the attorney of record the power to insert on this Agreement any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

This Agreement shall be construed and interpreted in accordance with the LAPA. In case of any conflict between the terms and conditions of this Agreement and the terms and conditions of the LAPA, the terms and conditions of the LAPA will govern. This Agreement may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic or digital delivery such as in Adobe Portable Document Format or using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign), will be

treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may only be amended, modified, or supplemented by a written agreement executed by an authorized representative of each Party.

[Signature page follows]

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

NanoString Technologies, Inc.

By: Kathy Surace-Smith

Name: Kathy Surace-Smith

Title: Vice President, General Counsel and
Corporate Secretary

State of Washington

County of King

On December 16, 2019, before me, Shannon M. Atchison, Notary Public, personally appeared Kathy Surace-Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shannon M. Atchison



(Signature page to Trademark Assignment Agreement)

TRADEMARK
REEL: 006833 FRAME: 0466

The Parties have caused this Agreement to be executed as of the Effective Date by duly authorized persons.

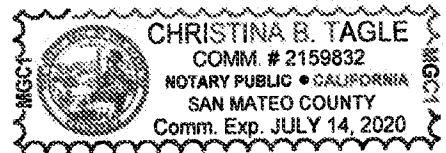
Veracyte, Inc.

By: *Keith Kennedy*
Name: Keith Kennedy
Title: Chief Operating Officer and Chief
Financial Officer

State of California
County of San Mateo

On DEC 18, 2019, before me, Christina B. Tagle, Notary Public, personally appeared Keith Kennedy, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.



Christina B. Tagle

Exhibit A

Assignor Trademarks

Mark	Jurisdiction	Application No.	Registration No.	Filing Date	Registration Date
LYMPHMARK	China	28933779	28933779	Jan. 26, 2018	Dec. 28, 2018
LYMPHMARK	China	28933780	28933780	Jan. 26, 2018	Dec. 28, 2018
LYMPHMARK	EUTM	017735201	017735201	Jan. 25, 2018	Jun. 8, 2018
LYMPHMARK	Japan	20189607	6124210	Jan. 24, 2018	Feb. 22, 2019
LYMPHMARK	United States of America	87596033		Sep. 5, 2017	
PROSIGNA	Australia	1694968	1247488	Dec. 19, 2014	Feb. 16, 2016
PROSIGNA	Brazil	909816360		Sep. 15, 2015	
PROSIGNA	Canada	1623913	TMA924202	Apr. 24, 2013	Dec. 22, 2015
PROSIGNA	China	1247488	1247488	Apr. 27, 2017	Nov. 14, 2018
PROSIGNA	EUTM	11768538	11768538	Apr. 25, 2013	Sept. 17, 2013
PROSIGNA	Hong Kong	303246840	303246840	Dec. 23, 2014	Dec. 23, 2014
PROSIGNA	India	IRDI-3040682	1247488	Dec. 19, 2014	Oct. 6, 2017
PROSIGNA	Israel	255129	255129	Apr. 24, 2013	Nov. 4, 2014
PROSIGNA	Japan	1247488	1247488	Apr. 27, 2017	Aug. 30, 2018
PROSIGNA	United States of America	85769651	4585174	Nov. 1, 2012	Aug. 12, 2014
PROSIGNA	WIPO	1247488	1247488	Dec. 19, 2014	Dec. 19, 2014
	United States of America	85783446	4585209	Nov. 19, 2012	Aug. 12, 2014