

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERSONAL GENOME DIAGNOSTICS INC.		09/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88199189	EMPOWERING THE FIGHT AGAINST CANCER.	
Serial Number:	88199158	PGDX	
Serial Number:	88434165	PGDX EMPOWERING THE FIGHT AGAINST CANCER	
Serial Number:	88392553	PGDX DIVERSIPHI	
Serial Number:	88392538	ELIO DIVERSIPHI	
Serial Number:	88392531	PGDX CEREBRO	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	(919) 314-3114		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-JLT/		

CH \$165.00 88199189

DATE SIGNED:	06/25/2020
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 21, 2018 by and between **PACIFIC WESTERN BANK** (“**Bank**”) and **PERSONAL GENOME DIAGNOSTICS INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor Loan and Security Agreement dated as of March 7, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated as of September 15, 2017 and as amended by that certain Second Amendment to Loan and Security Agreement dated of even date herewith (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, “**Intellectual Property Collateral**”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and those which are now or hereafter available to Bank as a matter of law or equity.

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

**PERSONAL GENOME DIAGNOSTICS
INC.**

2809 Boston Street, Suite 503
Baltimore, MD 21224
Attn: William Stevens

By: Doug Ward
Name: Doug Ward
Title: CEO

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

**PERSONAL GENOME DIAGNOSTICS
INC.**

2809 Boston Street, Suite 503
Baltimore, MD 21224
Attn: William Stevens

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By:  _____

Name: Joseph Holmes Dague

Title: Senior Vice President

Signature Page to Personal Genome Diagnostics Inc. – Intellectual Property Security Agmt.



EXHIBIT A
COPYRIGHTS


Description	Registration Number	Registration Date
None		

EXHIBIT B
PATENTS

Description	Issued Patent / Application Number	Issued / Application Date
Non-Unique Barcodes In A Genotype Assay	15/811,836	11/14/2017
Systems and Methods For Analyzing Nucleic Acid	15/809,613	11/10/2017
Neoantigen Analysis	15/210,489	7/14/2016
Systems And Methods For Analyzing Nucleic Acid	15/070,537	3/15/2016
Nucleic Acid Analysis Using Sequence Tokens	7544473	6/9/2009
Method for Evaluating Minority Variants In A Sample	15/037,663	5/18/2016
Neoantigen analysis	16/731,724	12/31/2019
Process for microsatellite instability detection	16/204,642	11/29/2018
Machine learning system and method for somatic mutation discovery	16/217,921	12/12/2018
Nucleic acid analysis using sequence tokens	8021842	9/20/2011
Nucleic acid analysis using sequence tokens	8445205	5/21/2013
Non-unique barcodes in a genotyping assay	16/349,892	5/14/2019
Method of improving prediction of response for cancer patients treated with immunotherapy	16/685,439	11/15/2019
Quantification of sequencing instruments and reagents for use in molecular diagnostics	62/789,421	1/7/2019
Quantification of sequencing instruments and reagents for use in molecular diagnostic methods	16/735,517	1/6/2020
Methods and systems for genetic analysis	62/837,034	4/22/2019

EXHIBIT C
TRADEMARKS

Description	Serial / Registration Number	Filing / Registration Date
RNA COMPLETE (standard character mark)	5234010	6/27/2017
VARIANTDX (standard character mark)	5182586	4/11/2017
CANCERPRO (standard character mark)	5223953	6/13/2017
PROGENEUS (standard character mark)	5223951	6/13/2017
METDETECT (standard character mark)	5191929	4/25/2017
IMMUNOSELECT (standard character mark)	5196236	5/02/2017
MYPERSONALGENOME (standard character mark)	5078587	11/08/2016
PLASMASELECT (standard character mark)	4947428	4/26/2016
 (Design + words)	4705039	3/17/2015
 (Design + words)	4697088	3/03/2015
CANCERSELECT (standard character mark)	4705038	3/17/2015
CANCERCOMPLETE (standard character mark)	4705037	3/17/2015
PGDx (Words, Letters)	87816679	3/01/2018
PGDX (standard character mark)	87722252	12/15/2017
PGDX ELIO (standard character mark)	87950371	6/06/2018
PGDx Personal Genome Diagnostics (standard character mark)	87817624	3/02/2018

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Filing / Registration Date</u>
PGDX ELIO (standard character mark)	87925167	5/17/2018
MUTATORDETECT (standard character mark)	87191295	10/03/2016
TECSEQ (standard character mark)	87596101	9/05/2017
EMPOWERING THE FIGHT AGAINST CANCER	88199189	11/19/2018
	88199158	11/19/2018
PGDX EMPOWERING THE FIGHT AGAINST CANCER	88434165	5/16/2019
PGDX DIVERSIPHI	88392553	4/18/2019
ELIO DIVERSIPHI	88392538	4/18/2019
PGDX CEREBRO	88392531	4/18/2019