

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invitae Corporation		10/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings III, 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: 5			
Property Type	Number	Word Mark	
Registration Number:	5095657	INVITAE	
Registration Number:	4689354	INVITAE	
Registration Number:	5091499		
Registration Number:	4756096		
Serial Number:	90052506	DETECT	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152616538		
Email:	kgalt@mofo.com		
Correspondent Name:	Jennifer Taylor, Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	72295.51		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/Muzamil Huq/		
DATE SIGNED:	10/05/2020		
Total Attachments: 10			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2020 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as October 2, 2020 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) 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 such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include any Excluded Assets.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

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.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

INVITAE CORPORATION

By: Shelly Guyer
Name: Shelly Guyer
Title: Chief Financial Officer

GENETIC SOLUTIONS LLC

By Invitae Corporation, its sole member

By: Shelly Guyer
Name: Shelly Guyer
Title: Chief Financial Officer

GOOD START GENETICS, INC.

By: Shelly Guyer
Name: Shelly Guyer
Title: Chief Financial Officer

YOUSCRIPT, LLC

By: _____
Name: Tom Brida
Title: President

Address:
c/o Invitae Corporation
1400 16th Street
San Francisco, CA 94103
Attn: Shelly Guyer, CFO

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

INVITAE CORPORATION

By: _____
Name: Shelly Guyer
Title: Chief Financial Officer

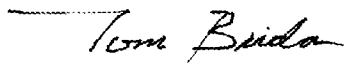
GENETIC SOLUTIONS LLC
By Invitae Corporation, its sole member

By: _____
Name: Shelly Guyer
Title: Chief Financial Officer

GOOD START GENETICS, INC.

By: _____
Name: Shelly Guyer
Title: Chief Financial Officer

YOUSCRIPT, LLC

By:  _____
Name: Tom Brida
Title: President

Address:
c/o Invitae Corporation
1400 16th Street
San Francisco, CA 94103
Attn: Shelly Guyer, CFO

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS III, LP, as Collateral Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By S Dixit
Name: Sandeep Dixit
Title: Chief Credit Officer

By _____
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings III, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and PCOFReporting@perceptivelife.com

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS III, LP, as Collateral Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner




By _____
Name: Sandeep Dixit
Title: Chief Credit Officer



By _____
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings III, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and PCOFReporting@perceptivelife.com

TRADEMARKSTrademark Registrations and Applications**INVITAE CORPORATION**

Trademarks/ServiceMarks	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
INVITAE	United States	85746791 October 5, 2012	5095657 December 6, 2016	Invitae Corporation
INVITAE	United States	85983061 October 5, 2012	4689354 February 17, 2015	Invitae Corporation
	United States	86122164 November 18, 2013	5091499 November 29, 2016	Invitae Corporation
	United States	86976262 November 18, 2013	4756096 June 16, 2015	Invitae Corporation
GIA	United States	90031542 July 1, 2020		Invitae Corporation
	United States	90052506 July 14, 2020		Invitae Corporation

GENETIC SOLUTIONS, LLC

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
GENELEX (word)	U.S.	88/762,053 January 16, 2020	N/A	Genetic Solutions, LLC
GenImpact (Word)	U.S.	88/642,165 October 4, 2019	N/A	Genetic Solutions, LLC

GOOD START GENETICS, INC.

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
Design (Two curved lines)	US	86/427150 17-Oct-2014	4751732 09-Jun-2015	Good Start Genetics, Inc.
GeneVu	US	86/679254 30-Jun-2015	5009329 26-Jul-2016	Good Start Genetics, Inc.
EmbryVu	US	86/679266 30-Jun -2015	5009330 26-Jul-2016	Good Start Genetics, Inc.
GOODSTART GENETICS	US	85/093437 27-Jul-2010	4096815 07-Feb-2012	Good Start Genetics, Inc.
GOODSTART SELECT	US	85/599068 16-Apr-2012	4727962 28-Apr-2015	Good Start Genetics, Inc.
HELPING TO GIVE THE NEXT GENERATION A GOOD START	US	85/600801 18-Apr-2012	4818200 22-Sep-2015	Good Start Genetics, Inc.
GOODSTART TESTSELECT	US	86/304752 09-Jun-2014	4923467 22-Mar-2016	Good Start Genetics, Inc.

YOUSCRIPT, LLC

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
USA	YOUSCRIPT	85609391	April 26, 2012	4269871	January 1, 2013	YouScript, LLC

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