

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM683139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIITIZEN, LLC		10/21/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PERCEPTIVE CREDIT HOLDINGS III, LP		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90062150	CIITIZEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	858-509-4071		
<b>Email:</b>	sdipdocket@pillsburylaw.com		
<b>Correspondent Name:</b>	Michelle L. Mehok		
<b>Address Line 1:</b>	12255 El Camino Real, Suite 300		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>NAME OF SUBMITTER:</b>	Michelle L. Mehok		
<b>SIGNATURE:</b>	/michelle mehok/		
<b>DATE SIGNED:</b>	10/22/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2021 (this “*Trademark Security Agreement*”), made by the signatory hereto (the “*Trademark Grantor*”), 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 Grantor is 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 Grantor is 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, the 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, the 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 the 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 Grantor hereby acknowledges and affirms 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.

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

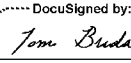
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; 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, the 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.

CIIITIZEN, LLC

By  Tom Buda  
Name: Tom Buda  
Title: President

Address for Notices:  
**Ciitizen, LLC**  
c/o Invitae Corporation  
1400 16<sup>th</sup> Street  
San Francisco, CA 94103  
Attn: Shelly Guyer, CFO  
Email: shelly.guyer@invitae.com

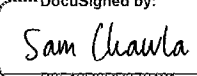
With copy to:

Invitae Corporation  
1400 16<sup>th</sup> Street  
San Francisco, CA 94103  
Attn: Legal Department  
Email: legal@invitae.com

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

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

DocuSigned by:  
  
By \_\_\_\_\_  
79EBFAAB029047C...  
Name: Sandeep Dixit  
Title: Chief Credit Officer

DocuSigned by:  
  
By \_\_\_\_\_  
B0546D6DB370401...  
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

**TRADEMARKS****Trademark Registrations and Applications**

IP Office	Title/Literal Element	Status	Application #	Registration #	App. Date/ Filing Date	Reg. Date/ Issue Date
European Union (EUIPO)	CIITIZEN	Registered	1438632	1438632	10/23/2018	06/06/2019
United Kingdom (UKIPO)	CIITIZEN	Registered	1438632	1438632	10/23/2018	05/30/2019
United States (USPTO)	CIITIZEN	Application suspended: applicant notified	90062150		07/20/2020	
Canada (CIPO)	CIITIZEN	Formalized	2041029		07/21/2020	
European Union (EUIPO)	CIITIZEN	Registered	18276279	18276279	07/22/2020	01/01/2021
Australia (IPA)	CIITIZEN	Registered	2105439	2105439	07/22/2020	03/02/2021
United Kingdom (UKIPO)	CIITIZEN	Registered	1438632	UK0090143 8632	10/23/2018	06/06/2019
United Kingdom (UKIPO)	CIITIZEN	Application Published	3663809		07/02/2021	
United States (USPTO)	II	Final Refusal Issued	90062225		07/20/2020	