

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARIANTYX INC		09/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VII (UK) LTD		
Street Address:	25-28 OLD BURLINGTON STREET		
City:	LONDON		
State/Country:	ENGLAND		
Entity Type:	Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97381602	IRISIGHT	
Serial Number:	97341577	CLAUDIA	
Serial Number:	97341574	CLAUDIA FOR GENOMICS	
Serial Number:	97341559	ONCOALLY	
Registration Number:	5972022	GENOMIC INFORM	
Registration Number:	5901825	GENOMIC UNITY	
Registration Number:	4919137	GENOMIC INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	11 KIRYAT MADA		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/65.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	10/06/2022		

CH \$190.00 97381602

Total Attachments: 5

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**US IP Agreement**”) dated September 29, 2022, is made by and between (i) **VARIANTYX INC.** (the “**Grantor**”), a Delaware corporation, with registered offices at 1671 Worcester Rd., Framingham MA 01701, USA, and (ii) **KREOS CAPITAL VII (UK) LTD.**, (“**Kreos**”), a private limited company incorporated in England under registered number 13611522 whose registered office is at 25-28 Old Burlington Street, London, England.

WHEREAS, Kreos and the Grantor have entered into that certain Loan and Security Agreement dated September 29, 2022, for the provision of a loan facility of up to US\$20,000,000 by Kreos to the Grantor (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, the Grantor has agreed, among other things, to grant a first priority charge over the intellectual property of the Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to Loan Agreement, to execute this US IP Agreement for recording with the U.S. Patent and Trademark Office (the “**USPTO**”) on any intellectual property owned by the Grantor throughout the term of this US IP Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Loan Agreement, the Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 4.2 of the Loan Agreement and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor to Kreos under this US IP Agreement secures performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement, or under any other future financing arrangement between the Grantor and Kreos (the “**Secured Obligations**”).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and the Commissioner of Trademarks record this US IP Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, and the Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This US IP Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and in the event of any contradiction between this US IP Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

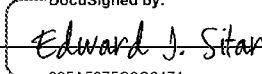
Section 6. Governing Law; Forum for Dispute Resolution. This US IP Agreement shall be governed by and construed according to the laws of the State of Delaware, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this US IP Agreement shall be resolved in the competent courts of the state of Delaware, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court, provided, however, that Kreos shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This US IP Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this US IP Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to enable the Grantor to remove the security interest granted by Grantor hereunder, including without limitation, the provision to the Grantor of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, the Grantor and Kreos have caused this U.S. Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VARIANTYX INC.

By: DocuSigned by:
 _____
895A5075C2C6471...

Name: Ed Sitar

Title: CFO

KREOS CAPITAL VII (UK) LTD.

By: DocuSigned by:
 _____
31DCAA7C57DA45F...

Name: Parag Gandesha

Title: Partner

SCHEDULE A

Collateral



United States Patent and Trademark Office

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	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead	Class(es)
1	97381602		IRISIGHT	TSDR	LIVE	
2	97341577		CLAUDIA	TSDR	LIVE	
3	97341574		CLAUDIA FOR GENOMICS	TSDR	LIVE	
4	97341559		ONCOALLY	TSDR	LIVE	
5	88501722	5972022	GENOMIC INFORM	TSDR	LIVE	010; 044
6	88380593	5901825	GENOMIC UNITY	TSDR	LIVE	010; 044
7	87637836		VARIANTYX UNITY	TSDR	DEAD	010; 044
8	86453520	4919137	GENOMIC INTELLIGENCE	TSDR	LIVE	
9	86453508		GENETIC INTELLIGENCE	TSDR	DEAD	042

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