

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invitae Corporation		03/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	West Side Flats St. Paul		
Internal Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6631213	CIITIZEN	
Registration Number:	5091499		
Registration Number:	4756096		
Registration Number:	5358681	COMBICARES	
Registration Number:	5358683	COMBIFISH	
Registration Number:	5358680	COMBIMATRIX	
Registration Number:	5358682	COMBIPGS	
Registration Number:	6332366	DETECT	
Registration Number:	6113292	GENELEX	
Registration Number:	5470548	GENOSITY	
Registration Number:	6393154	GIA	
Registration Number:	5095657	INVITAE	
Registration Number:	4689354	INVITAE	
Registration Number:	5631292	MEDNEON	
Registration Number:	6025817	PERSONALIZED TUMOR BOARD	
Registration Number:	4269871	YOUSCRIPT	
Serial Number:	97317793	INVITAE PCM	

CH \$440.00 6631213

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	03/07/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Indenture referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of March 7, 2023, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Indenture”), by and among INVITAE CORPORATION (the “Company”), the Subsidiaries of the Company from time to time party thereto, and U.S. Bank Trust Company, National Association, as Trustee and the Collateral Agent, the Company has issued 4.5% Convertible Senior Secured Notes due 2028;

WHEREAS, each Grantor (other than the Company) has agreed, (a) pursuant to the Indenture, to guarantee the Guaranteed Obligations (as defined in the Indenture) of the Company and (b) pursuant to a Security Agreement of even date herewith in favor of Collateral Agent (as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), to grant a security interest in the Collateral (as defined in the Security Agreement); and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Indenture and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all IP Ancillary Rights.

Notwithstanding anything herein to the contrary, (i) the collateral grant provided in this Section 2 shall not be construed as an assignment of any of the foregoing assets or property and (ii) no Lien or security interest

is hereby granted on any Excluded Assets; provided, further, that if and when any assets or property shall cease to be an Excluded Asset, a Lien on and security interest in such property shall be deemed granted therein.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Continuing Obligation. If, before the Secured Obligations shall have been paid in full in cash, Grantor shall obtain rights to any new Trademarks, the preceding Security Agreement shall automatically apply thereto, and Grantor shall give Collateral Agent prompt written notice thereof.

5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Ancillary Rights subject to a security interest hereunder.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

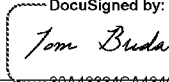
7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

8. Concerning the Collateral Agent. U.S. Bank Trust Company, National Association is entering this Trademark Security Agreement not in its individual capacity, but solely in its capacity as the Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities granted to the Collateral Agent in the Indenture, as if such rights, privileges, indemnities and immunities were set forth herein.

[SIGNATURE PAGES FOLLOW]

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

INVITAE CORPORATION
as Grantor

By: 
Name: Tom Brida
Title: General Counsel and Secretary

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations


REGISTERED TRADEMARKS

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Image	Owner
US	CIITIZEN	90062150	20-Jul-2020	6631213	01-Feb-2022		INVITAE CORPORATION
CA	Circle Logo Design	1676020	07-May-2014	TMA972035	30-May-2017		INVITAE CORPORATION
EM	Circle Logo Design	1227911	18-Apr-2014	1227911	18-Dec-2014		INVITAE CORPORATION
GB	Circle Logo Design	1227911	18-Apr-2014	UK00801227911	20-Oct-2015		INVITAE CORPORATION
MX	Circle Logo Design	1227911	18-Apr-2014	1227911	18-Apr-2014		INVITAE CORPORATION
US	Circle Logo Design	86122164	18-Nov-2013	5091499	29-Nov-2016		INVITAE CORPORATION
US	Circle Logo Design	86976262	18-Nov-2013	4756096	16-Jun-2015		INVITAE CORPORATION
US	COMBICARES	87387293	27-Mar-2017	5358681	19-Dec-2017		INVITAE CORPORATION
US	COMBIFISH	87387342	27-Mar-2017	5358683	19-Dec-2017		INVITAE CORPORATION
US	COMBIMATRIX	87387282	27-Mar-2017	5358680	19-Dec-2017		INVITAE CORPORATION
US	COMBIPGS	87387316	27-Mar-2017	5358682	19-Dec-2017		INVITAE CORPORATION

US	Detect	90052506	14-Jul-2020	6332366	27-Apr-2021		INVITAE CORPORATION
US	GENELEX	88762053	16-Jan-2020	6113292	28-Jul-2020		INVITAE CORPORATION
US	GENOSITY	87252215	30-Nov-2016	5470548	15-May-2018		INVITAE CORPORATION
US	GIA	90031542	01-Jul-2020	6393154	22-Jun-2021		INVITAE CORPORATION
CA	INVITAE	1621360	05-Apr-2013	924073	21-Dec-2015		INVITAE CORPORATION
EM	INVITAE	11703899	02-Apr-2013	011703899	23-Aug-2014		INVITAE CORPORATION
GB	INVITAE	11703899	02-Apr-2013	UK00911703899	23-Aug-2014		INVITAE CORPORATION
MX	INVITAE	1472123	31-Mar-2014	1475275	01-Sep-2014		INVITAE CORPORATION
MX	INVITAE	1362521	05-Apr-2013	1392891	26-Aug-2013		INVITAE CORPORATION
US	INVITAE	85746791	05-Oct-2012	5095657	06-Dec-2016		INVITAE CORPORATION
US	INVITAE	85983061	05-Oct-2012	4689354	17-Feb-2015		INVITAE CORPORATION
US	MEDNEON	87839034	19-Mar-2018	5631292	18-Dec-2018		INVITAE CORPORATION
US	PERSONALIZED TUMOR BOARD	88031082	10-Jul-2018	6025817	31-Mar-2020		INVITAE CORPORATION
US	YOUSCRIPT	85609391	26-Apr-2012	4269871	01-Jan-2013		INVITAE CORPORATION

TRADEMARKS APPLICATIONS

TRADEMARK
REEL: 007995 FRAME: 0777

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date	Image	Owner
US	INVITAE PCM	97317793	17-Mar-2022				INVITAE CORPORATION