

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at R/F 7995/0770		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company		12/13/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Invitae Corporation		
Street Address:	1400 16th Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6631213	CITIZEN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	55665-1		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	12/14/2023		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the “Release”) is dated as of December 13, 2023 and made by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) in favor of INVITAE CORPORATION, a Delaware corporation (the “Grantor”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

WITNESSETH

WHEREAS, the Grantor, the Collateral Agent, and the other parties party thereto from time to time, entered into that certain Indenture, dated as of March 7, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Indenture”) and the Grantor and the Collateral Agent entered into that certain Security Agreement, dated as of March 7, 2023 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of March 7, 2023 (the “Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office (“USPTO”) on March 7, 2023 at Reel/Frame No. 7995/0770, pursuant to which the Grantor mortgaged, pledged, and hypothecated to the 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 trademark registrations and applications set forth in Schedule I attached hereto (the “Released Trademark Collateral”);

WHEREAS, the Grantor has requested that the Collateral Agent release its security interest in all of its right, title and interest in and to all of the Released Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the receipt of which is hereby acknowledged, the Collateral Agent agrees for the benefit of the Grantor, as follows:

1. The Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty of any kind, its security interest in all right, title and interest in and to all of the the Released Trademark Collateral, and agrees that all the security interest in the Released Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have obtained in, to or under the Released Trademark Collateral under the Security Agreement or the Trademark Security Agreement.

2. The Collateral Agent hereby authorizes the Grantor or the Grantor’s authorized representative to record this Release with the USPTO.

3. This Release is a partial release only and shall in no way affect the Collateral Agent’s right, title and interest in the Patent Collateral (as defined in the Patent Security Agreement) other than the Released Patent Collateral. Except as expressly set forth herein, this Release shall not impair, alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Patent Security Agreement, which remain in full force and effect. After the date hereof, any reference to the Patent Security Agreement shall mean the Patent Security Agreement, as modified by this Release.

4. U.S. Bank Trust Company, National Association is entering this Release 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 PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

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

By: 
Name: Brandon Bonfig
Title: Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Trademark	Country	Status	App No.	Filing Date	Reg. No.	Reg. Date	Owner
CITIZEN®	Australia	Registered	2105439	22-Jul-2020	2105439	02-Mar-2021	Invitae Corporation
CITIZEN®	Canada	Registered	1926777	23-Oct-2018	TMA1136073	01-Aug-2022	Invitae Corporation
CITIZEN®	European Union	Registered	18276279	22-Jul-2020	18276279	01-Jan-2021	Invitae Corporation
CITIZEN®	United Kingdom	Registered	UK00003663809	02-Jul-2021	UK00003663809	12-Nov-2021	Invitae Corporation
CITIZEN®	United States of America	Registered	90062150	20-Jul-2020	6631213	01-Feb-2022	Invitae Corporation
CITIZEN™	Canada	Pending	2041029	21-Jul-2020			Invitae Corporation