

01-23-2003



102344859

RECORDATION
TRADE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>1/21/03</u> ViroLogic, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): SDS Merchant Fund, L.P. 53 Forest Avenue, Suite 203, 2nd Floor Old Greenwich, Connecticut 06870</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input checked="" type="checkbox"/> Limited Partnership: <u>Delaware</u> <input type="checkbox"/> Corporation: _____ <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>November 19, 2002</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): <u>76/293,856 - PHENOSENSE GT</u></p>	<p>B. Trademark Reg. No.(s): <u>2,471,981 - GENESEQ</u> <u>2,496,653 - PHENOSENSE</u> <u>2,436,960 - CHOOSING THE PATH OF LEAST RESISTANCE</u></p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Cheryl L. Slipski, Esq. Drinker Biddle & Reath LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No. <u>180370</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$115.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: _____</p>
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DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cheryl L. Slipski January 21, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

01/23/2003 ECDOPER 00000041 76293856 Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
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FINANCE SECTION
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01/23/2003 ECDOPER
FC-4521
FC-4522

TRADEMARK SECURITY AGREEMENT AND NOTICE

THIS TRADEMARK SECURITY AGREEMENT AND NOTICE (this "Agreement") is made this 19th day of November, 2002, by VIROLOGIC, INC., a Delaware corporation (the "Grantor"), in favor of SDS Merchant Fund, L.P., as collateral agent (the "Collateral Agent"), for the benefit of the holders of the Notes (each a "Secured Party" and collectively the "Secured Parties"), pursuant to that certain Intellectual Property Security Agreement dated as of the date hereof in favor of the Collateral Agent (for the benefit of the Secured Parties) (as from time to time amended, supplemented or otherwise modified, the "Intellectual Property Security Agreement").

WITNESSETH:

WHEREAS, Grantor and the Secured Parties have entered into that certain Exchange Agreement dated as of the date hereof (as from time to time amended, supplemented or otherwise modified, the "Exchange Agreement");

WHEREAS, pursuant to the Exchange Agreement, Grantor has issued to the Secured Parties \$12,045,987.94 in aggregate principal amount of Grantor's Series C Convertible Secured Promissory Notes (as from time to time amended, supplemented or otherwise modified, the "Notes");

WHEREAS, as collateral security for payment and performance of its obligations under the Exchange Agreement, the Notes, the Intellectual Property Security Agreement and/or any document or agreement related to any of the foregoing, Grantor has granted to the Collateral Agent (for the benefit of the Secured Parties) a security interest in certain of its property and assets pursuant to that certain Intellectual Property Security Agreement; and

WHEREAS, Grantor and the Collateral Agent (for the benefit of the Secured Parties) by this instrument seek to confirm and make a record of the grant of a security interest in Grantor's Trademarks and Trademark Licenses (each such term as defined below) pursuant to the Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth above Grantor hereby agrees as follows:

Section 1. **Defined Terms.** Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Intellectual Property Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral.** As collateral security for the prompt and complete payment and performance when due of the Secured Obligations, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a first priority continuing security interest, subject only to Permitted Liens (as defined in the Security Agreement), in all of the following:

(a) All of Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States trademarks, trade names, trade dress, domain names, corporate names,

company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith (including without limitation each trademark, trade name, trade dress, domain name, registration and application identified in Schedule I attached hereto and incorporated herein by reference), and any renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Trademarks**"), together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark.

(b) All license agreements regarding Trademarks with any other party, whether Grantor is a licensor or licensee under any such license agreement, as from time to time amended, supplemented or otherwise modified, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "**Trademark Licenses**").

(c) To the extent not otherwise included, all proceeds of any of the foregoing, including without limitation (i) any and all proceeds of any guarantee, insurance or indemnity payable to Grantor from time to time with respect to any of the Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time as consideration for any confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority; (iii) all proceeds of any sale, lease, license or other disposition of any of the Collateral or rights therein whether or not the lien therein purportedly granted hereunder is valid or attaches or is perfected; and (iv) any and all other amounts from time to time paid or payable with respect to or in connection with any of the Collateral.

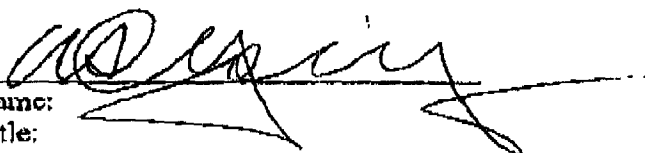
Section 3. **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Intellectual Property Security Agreement, and Grantor hereby acknowledges and confirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Collateral granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference.

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

VIROLOGIC, INC.

By: 
Name:
Title:

[Signature page to Trademark Security Agreement and Notice]

SCHEDULE II

Trademarks and Trademark Applications

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Status</u>
	75572025	2471981	GeneSeq US	
	75572026	2496653	PhenoSense	
	7494153	2436960	Choosing the Path of Least Resistance	
	76293856	Pending	Pheno GT	Pending

Domain Names

virologic.com
phenosense.com