

05-18-1999

FORM PTO-1594 (Rev. 8-93) 5-18-99 REC



SHEET Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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Tab settings 0 0 0

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

1. Name of conveying party(ies):

METRIKA, INC. 501 OAKMEAD PARKWAY SUNNYVALE, CA 94086

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State CALIFORNIA, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

TRANSAMERICA BUSINESS CREDIT CORPORATION

Internal Address: RIVERWAY II, WEST OFFICE TOWER

Street Address: 9399 W. HIGGINS ROAD

City: ROSEMONT State: IL ZIP: 60018

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State DELAWARE, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: MAY 3, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) SEE EXHIBIT B TO SECURITY AGREEMENT ATTACHED HERETO

B. Trademark Registration No.(s) SEE EXHIBIT B TO SECURITY AGREEMENT ATTACHED HERETO

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):

5265.02

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

15/21/1999 MTRH11 00000058 74694138

DO NOT USE THIS SPACE

11 FC:481 40.00 OP 12 FC:482 225.00 OP

9. Statement and signature.

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.

VALERIE WOODS Name of Person Signing

[Signature] Signature

11 May 99 Date

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

29

Mail documents to be recorded with required cover sheet information TRADEMARK

CONFIDENTIAL INTELLECTUAL PROPERTY STATUS REPORT FOR METRIKA, INC.

Prepared by T. Gens at Trial & Technology Law Group March 22, 1999

Schedule 4.15

<u>Title/Inventors</u>	<u>Serial No.</u>	<u>Filing Date/ Priority Date</u>	<u>Status</u>
Disposable Electronic Assay Device/ Michael P. Allen	08/455,236	5/31/95	Issued 12/3/96 as U.S. Patent No. 5,580,794
Electronic Assay Device And Method/ Michael P. Allen, Joel M. Blatt, Joseph T. Widunas	08/657,894	6/7/96	Issued November 17, 1998 as U.S. Patent No. 5,837,546.
Dry Reagent Particle Assay and Device Having Multiple Test Zones and Method Therefor/Michael P. Allen, Joel M. Blatt	08/512,844	8/09/95	Prosecution pending.
Dry Reagent Strip Configuration, Composition and Method for Multiple Analyte Determination/Joel M. Blatt, Wilma M. Mangan	60/082,786	4/23/98	Converting to utility application.
Quantitative Assay Array with Extended Dynamic Range		5/6/98	Converting to utility application.
Method and Device for Blood Separation in a Diagnostic Device/Michael P. Allen, Joel M. Blatt, Wilma M. Mangan, Paul J. Patel	08/564,441	11/29/95	Prosecution pending
Method & Device for Measuring Reflected Optical Radiation/Joel M. Blatt, Raymond T. Hebert, Joseph T. Widunas	08/642,228	4/30/96	Prosecution pending

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<u>Title/Inventors</u>	<u>Serial No.</u>	<u>Filing Date/ Priority Date</u>	<u>Status</u>
Method And Device Producing A Predetermined Distribution Of Detectable Change In Assays/Michael P. Allen, Joel M. Blatt, Paul J. Patel	08/645,453	5/13/96	Claims Allowed. Estimated issue date 5/99.
Device And Method For Preventing Assay Interference/Joel M. Blatt, Wilma M. Mangan, Paul J. Patel, Victor A. Manneh	08/703,479	8/27/96	Claims allowed. Estimated issue date 5/99.
Improved Composition for One-Step Immunoassays (Blocking)	60/084,438	5/6/98	Converting to utility application.
Cardiac Marker Assay and Method (Indirect)	60/084,437	5/6/98	Converting to utility application.
Assay Device and Method of Optimizing Assay Resolution (TiO ₂)	08/796,780	2/10/97	Prosecution pending
Electronic Assay Device And Method/ Michael P. Allen, Joel M. Blatt, Joseph T. Windunas	09/193,184	11/17/98	Prosecution pending.
Continuation of Met-001CP ® "DIGITAL RESPONSE"	75/284,369	4/30/97	Registered on 6/23/98 as Registration No. 2,167,388.
TM "RAPIDX"	74/680,991	5/30/95	Notice of Allowance dated 7/1/97. Statement of Use filed 12/18/97.

<u>Title/Inventors</u>	<u>Serial No.</u>	<u>Filing Date/ Priority Date</u>	<u>Status</u>
TM "METRIKA"	74/694,138 3	6/26/95	
® "MODM"	75/284,387 4	4/30/97	Registered on 6/9/98 as Registration No. 2,163,840.
® "POWERED BY MODM"	75/284,363 5	4/30/97	Registered on 6/9/98 as Registration No. 2,163,839.
® "RAPID RESPONSE"	75/336,699 6	8/6/97	Registered on 12/29/98 as Registration No. 2,214,146.
TM "METRIKA" stylized	75/408,131 7	12/18/97	Prosecution pending
® DR _x	75/408,135 8	12/18/97	Registered on 3/2/99 as Registration No. 2,228,091.
TM "DR _x " stylized	75/408,125 9	12/18/97	Prosecution pending
® "RR _x "	75/464,074 10	4/6/98	Registered on 3/2/99 as Registration No. 2,228,823.
© "DRAPL" -- Digital Response Application Programming Language		© 1998	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") dated as of May 3, 1999, is made by Metrika, Inc. (the "Debtor"), a California corporation having its principal place of business and chief executive office at 510 Oakmead Parkway, Sunnyvale, California 94086, in favor of Transamerica Business Credit Corporation, a Delaware corporation (the "Secured Party"), having its principal office at Riverway II, West Office Tower, 9399 West Higgins Road, Rosemont, Illinois 60018.

WHEREAS, concurrently herewith, the Debtor, as lessee, is executing a Master Lease Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, and together with any schedules executed in connection therewith, the "Master Lease"), in favor of the Secured Party, as lessor, pursuant to which Debtor is obligated to make certain payments to Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to extend credit, the Debtor hereby agrees with the Secured Party as follows:

1. **DEFINITIONS.**

As used herein, the following terms shall have the following meanings, and shall be equally applicable to both the singular and plural forms of the terms defined:

Applicable Law shall mean the laws of the State of Illinois (or any other jurisdiction whose laws are mandatorily applicable notwithstanding the parties' choice of Illinois law) or the laws of the United States of America, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

Business Day shall mean any day other than a Saturday, Sunday or public holiday or the equivalent for banks in New York City.

Collateral shall have the meaning specified in Section 2.

Event of Default shall mean any event specified in Section 6 of this Security Agreement.

GAAP shall mean generally accepted accounting principles in the United States of America, as in effect from time to time.

Documents shall mean, collectively, this Security Agreement, the Master Lease, and all exhibits and attachments thereto and each other document, agreement, certificate and instrument executed by the Debtor and delivered to the Secured Party in connection herewith and therewith, as the same may be modified, extended, restated or supplemented from time to time.

Material Adverse Change shall mean, with respect to any Person, a material adverse change in the business, operations, results of operations, assets, liabilities or condition (financial or otherwise) of such Person and its affiliates, taken as a whole.

Material Adverse Effect shall mean, with respect to any Person, a material adverse effect on the business, operations, results of operations, assets, liabilities or condition (financial or otherwise) of such Person and its affiliates, taken as a whole.

Obligations shall mean all indebtedness, obligations and liabilities of the Debtor under the Master Lease and under this Security Agreement, whether on account of principal, interest, indemnities, fees (including, without limitation, reasonable attorneys' fees, remarketing fees, origination fees, collection fees and all other professionals' fees), costs, expenses, taxes or otherwise.

Permitted Liens shall mean such of the following as to which no enforcement, collection, execution, levy, or foreclosure proceeding shall have been commenced: (a) liens for taxes, assessments, and other governmental charges or levies or the claims or demands of landlords, carriers, warehousemen, mechanics, laborers, materialmen, and other like Persons arising by operation of law in the ordinary course of business for sums which are not yet due and payable, or liens which are being

contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves are maintained to the extent required by GAAP; (b) licenses, restrictions, or covenants for or on the use of the Collateral incurred in the ordinary course of business; (c) licenses or similar arrangements in connection with joint ventures and corporate collaborations; and (d) copies of permitted prior security interests more particularly described in Schedule A attached hereto.

Person shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (including any division, agency or department thereof), and the successors, heirs and assigns of each.

Security Agreement shall mean this Security Agreement together with all schedules and exhibits hereto, as amended, supplemented or otherwise modified from time to time.

2. CREATION OF SECURITY INTEREST; COLLATERAL. With the exception of the Permitted Liens hereunder, the Debtor hereby assigns and grants to the Secured Party a continuing general, first priority lien on and security interest in, all the Debtor's right, title and interest in and to all the following collateral (the "Collateral") subject only to Permitted Liens, to secure the payment and performance of all the Obligations:

(a) All equipment in all of its forms, whether owned or leased by the Debtor, wherever located, now or hereafter existing (including, without limitation, all laboratory equipment, machinery, office equipment and supplies, computers and related hardware, furnishings, fixtures, manufacturing implements, trucks, trailers and motor vehicles and all equipment employed in the operation of the business of the Debtor), and all parts thereof and all accessions and attachments thereto and substitutions, repairs or improvements thereof;

(b) All inventory in all of its forms, wherever located, now or hereafter existing;

(c) All accounts, contract rights, chattel paper, instruments, general intangibles, patents, patent applications, patent rights, trademarks, trademark applications, trademark rights, trade names, trade name rights, service marks and copyrights (whether registered or not), source code, algorithms, designs, technical data and trade secrets and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, general intangibles or obligations;

(d) All other personal property in all of its forms, wherever located and whether now owned or hereafter acquired; and

(e) All proceeds of any and all of the foregoing (including, without limitation, proceeds which constitute property of the types described in clauses (a), (b) and (c) of this Section 2 and, to the extent not otherwise included, all payment under insurance (whether or not the Lender is a loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect to any of the foregoing.

3. THE DEBTOR'S REPRESENTATIONS AND WARRANTIES.

3.1. Good Standing; Qualified to do Business. The Debtor (a) is duly organized, validly existing and in good standing under the laws of the State of California, (b) has the requisite power and authority to own its properties and assets and to transact the businesses in which it is presently, or proposes to be, engaged and (c) is duly qualified and authorized to do business and is in good standing in every jurisdiction in which the failure to be so qualified would have a Material Adverse Effect on (i) the Debtor, (ii) the Debtor's ability to perform its obligations under the Documents or (iii) the rights of the Secured Party hereunder.

3.2. Due Execution, etc. The execution, delivery and performance by the Debtor of each of the Documents to which it is a party are within the powers of the Debtor, do not contravene the organizational documents, if any, of the Debtor, and do not (a) violate any law or regulation, or any order or decree of any court or governmental authority, (b) conflict with or result in a breach of, or constitute a default under, any material indenture, mortgage or deed of trust or any material lease,

agreement or other instrument binding on the Debtor or any of its properties, or (c) require the consent, authorization by or approval of or notice to or filing or registration with any governmental authority or other Person. This Security Agreement is, and each of the other Documents to which the Debtor is or will be a party, when delivered hereunder or thereunder, will be, the legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' right, generally and by general principles of equity.

3.3. Solvency; Ownership. The Debtor is solvent, is paying its debts as they become due and has sufficient capital to conduct its business; the fair saleable value of the Debtor's assets is in excess of the total amount of its liabilities (including contingent liabilities) as they become absolute and matured; and the Debtor is, or will be at the time additional Collateral is acquired by it, the absolute owner of the Collateral with full right to pledge, sell, consign, transfer and create a security interest therein, free and clear of any and all claims or liens in favor of any other Person except for Permitted Liens.

3.4. No Judgments, Litigation. No judgments are outstanding against the Debtor nor is there now pending or, to the Debtor's knowledge, threatened any litigation, contested claim, or governmental proceeding by or against the Debtor except judgments and pending or threatened litigation, contested claims and governmental proceedings which would not, in the aggregate, have a Material Adverse Effect on the Debtor.

3.5. No Defaults. The Debtor is not in default under any material contract, lease, or commitment to which it is a party or by which it is bound or the Debtor has received duly executed waivers for any of its defaults in form and substance satisfactory to the Secured Party. The Debtor knows of no dispute regarding any contract, lease, or commitment to which it is a party which could reasonably be expected to have a Material Adverse Effect on the Debtor.

3.6. Collateral Locations. Each item of Collateral constituting Equipment is located at the place or places of business specified in the applicable schedule.

3.7. No Events of Default. No Event of Default has occurred and is continuing nor has any event occurred which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

3.8. No Limitation on Secured Party's Rights. To Debtor's knowledge and except for Permitted Liens, none of the Collateral is subject to contractual obligations that may restrict or inhibit the Secured Party's rights or abilities to sell or dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

3.9. Perfection and Priority of Security Interest. This Security Agreement creates a valid and, upon completion of all required filings of financing statements, a perfected and first priority and exclusive security interest in the Collateral except for Permitted Liens, securing the payment of all the Obligations to the extent that a security interest may be created in the Collateral and perfected by filing.

3.10. Model and Serial Numbers. The schedules set forth the true and correct model number and serial number of each item of equipment that constitutes Collateral.

4. COVENANTS OF THE DEBTOR.

4.1. Existence, etc. The Debtor will maintain its existence and its current yearly accounting cycle; shall maintain in full force and effect all licenses, bonds, franchises, leases, trademarks, patents, contracts and other rights necessary or desirable to the profitable conduct of its business in the good faith business judgment of the Debtor's Board of Directors; shall continue in, and limit its operations to, the same general lines of business as those presently conducted by it; and shall comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations the violations of which would not, in the aggregate, have a Material Adverse Effect on the Debtor.

4.2. Notice to the Secured Party. As soon as possible, and in any event within five days after the Debtor learns of the following, the Debtor will give written notice to the Secured Party of (a) any proceeding instituted or threatened in writing to be instituted by or against the Debtor in any federal, state, local or foreign court or before any commission or other regulatory body (federal, state, local or foreign) which if paid would have a Material Adverse Effect on Debtor, (b) the occurrence of any Material Adverse Change with respect to the Debtor and (c) the occurrence of any Event of Default or event

or condition which, with notice or lapse of time or both, would constitute an Event of Default, together with a statement of the action which the Debtor has taken or proposes to take with respect thereto.

4.3. Maintenance of Books and Records. The Debtor will maintain books and records pertaining to the Collateral in such detail, form and scope as the Secured Party shall require in its commercially reasonable judgment. The Debtor agrees that the Secured Party or its agents may enter upon the Debtor's premises upon reasonable notice during normal business hours, and at any time on and after the occurrence of an Event of Default, for the purpose of inspecting the Collateral and any and all records pertaining thereto.

4.4. Insurance. The Debtor will maintain insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts and covering such risks as are at all times reasonably satisfactory to the Secured Party. All such policies shall be made payable to the Secured Party, in case of loss, under a standard non-contributory lender or "secured party" clause and are to contain such other provisions as the Secured Party may reasonably require to protect the Secured Party's interests in the Collateral and to any payments to be made under such policies. Certificates of insurance policies are to be delivered to the Secured Party, premium prepaid, with the loss payable endorsement in the Secured Party's favor, and shall provide for not less than thirty days' prior written notice to the Secured Party, of any material alteration, as determined in the sole discretion of the Secured Party, or cancellation of coverage. If the Debtor fails to maintain such insurance, the Secured Party may arrange for (at the Debtor's expense and without any responsibility on the Secured Party's part for) obtaining the insurance. Unless the Secured Party shall otherwise agree with the Debtor in writing, if an Event of Default has occurred and is continuing, the Secured Party shall have the sole right, in the name of the Secured Party or the Debtor, to file claims under any insurance policies, to receive and give acquittance for any payments that may be payable thereunder, and to execute any endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

4.5. Taxes. The Debtor will pay, when due, all taxes, assessments, claims and other charges (herein "taxes") lawfully levied or assessed against the Debtor or the Collateral other than taxes that are being diligently contested in good faith by the Debtor by appropriate proceedings promptly instituted and for which an adequate reserve is being maintained by the Debtor in accordance with GAAP. If any taxes remain unpaid after the date fixed for the payment thereof, or if any lien shall be claimed therefor, and such taxes are not being diligently contested in good faith by the Debtor, then, without notice to the Debtor, but on the Debtor's behalf, the Secured Party may pay such taxes, and the amount thereof shall be included in the Obligations.

4.6. Debtor to Defend Collateral Against Claims; Fees on Collateral. The Debtor will defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein. Debtor will not permit any notice creating or otherwise relating to liens on the Collateral or any portion thereof to exist or be on file in any public office. The Debtor shall promptly pay, when due, all transportation, storage and warehousing charges and license fees, registration fees, assessments, charges, permit fees and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, possession, sale or use of the Collateral, excluding, however, all taxes on or measured by the Secured Party's income.

4.7. No Change of Location, Structure or Identity. The Debtor will not (a) change the location of its chief executive office or (b) move or permit the movement of any Collateral from the location specified in the applicable schedule, except that the Debtor may change its chief executive office and keep Collateral at other locations within the United States provided that the Debtor has delivered to the Secured Party (i) prior written notice thereof and (ii) duly executed financing statements and other agreements and instruments (all in form and substance reasonably satisfactory to the Secured Party) reasonably necessary or, in the opinion of the Secured Party, desirable to perfect and maintain in favor of the Secured Party a first priority security interest in the Collateral subject only to Permitted Liens. Notwithstanding anything to the contrary in the immediately preceding sentence, the Debtor may keep any Collateral consisting of motor vehicles or rolling stock at any location in the United States provided that the Secured Party's security interest in any such Collateral is conspicuously marked on the certificate of title thereof and the Debtor has complied with the provisions of Section 4.9.

4.8. Use of equipment comprising part of Collateral ("Equipment"); Licenses. The Equipment shall be operated by competent, qualified personnel in connection with the Debtor's business purposes, for the purpose for which the Equipment was designed and in accordance with applicable operating instructions, laws and government regulations, and the Debtor shall use every reasonable precaution to prevent loss or damage to the Equipment from fire and other hazards. The

Equipment shall not be used or operated for personal, family or household purposes. The Debtor shall procure and maintain in effect all orders, licenses, certificates, permits, approvals and consents required by federal, state or local laws or by any governmental body, agency or authority in connection with the delivery, installation, use and operation of the Equipment.

4.9. Further Assurances. The Debtor will, promptly upon request by the Secured Party, execute and deliver any document required by the Secured Party (including, without limitation, warehouseman or processor disclaimers, mortgagee waivers, landlord disclaimers, or subordination agreements with respect to the Obligations and the Collateral), give any notices, execute any financing statements, mortgages or other documents (all in form and substance satisfactory to the Secured Party), mark any chattel paper, deliver any chattel paper or instruments to the Secured Party, and reasonably take any other actions that are reasonably necessary or, in the opinion of the Secured Party, desirable to perfect or continue the perfection and priority of the Secured Party's security interest in the Collateral, to protect the Collateral against the rights, claims, or interests of any Persons, or to effect the purposes of this Security Agreement. The Debtor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Debtor where permitted by law. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. To the extent required under this Security Agreement, the Debtor will pay all costs and expenses (including reasonable attorneys' fees) incurred in connection with any of the foregoing.

4.10. No Disposition of Collateral. Except in connection with a transaction to which Secured Party has consented in writing or except in connection with Permitted Liens and except for working capital transactions in the ordinary course of business, the Debtor will not in any way hypothecate or create or permit to exist any lien, security interest, charge or encumbrance on or other interest in any of the Collateral, except for the lien and security interest granted hereby, and the Debtor will not sell, transfer, assign, pledge, collaterally assign, exchange or otherwise dispose of any of the Collateral without written notice to and consent of the Secured Party. In the event the Collateral, or any part thereof, is sold, transferred, assigned, exchanged, or otherwise disposed of in violation of these provisions, the security interest of the Secured Party shall continue in such Collateral or part thereof notwithstanding such sale, transfer, assignment, exchange or other disposition.

4.11. No Limitation on Secured Party's Rights. Except for Permitted Liens, the Debtor will not enter into any contractual obligations which may restrict or inhibit the Secured Party's rights or ability to sell or otherwise dispose of the Collateral or any part thereof.

4.12. Protection of Collateral. The Secured Party shall have the right at any time to make any payments and do any other acts the Secured Party may deem reasonably necessary to protect its security interests in the Collateral, including, without limitation, the rights to satisfy, purchase, contest or compromise any encumbrance, charge or lien except Permitted Liens which, in the reasonable judgment of the Secured Party, appears to be prior to or superior to the security interests granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, or the value of, any of the Collateral. The Debtor hereby agrees to reimburse the Secured Party for all payments made and expenses incurred in connection with the enforcement of this Security Agreement to protect such security interests in the Collateral including fees, expenses and disbursements of attorneys and paralegals (including the allocated costs of in-house counsel) acting for the Secured Party, including any of the foregoing payments under, or acts taken to protect its security interests in, any of the Collateral, which amounts shall be secured under this Security Agreement, and agrees it shall be bound by any payment made or act taken by the Secured Party hereunder absent the Secured Party's gross negligence or reckless or willful misconduct. The Secured Party shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

4.13. Delivery of Items. The Debtor will promptly (but in no event later than three Business Days) after its receipt thereof, deliver to the Secured Party any documents or certificates of title issued with respect to any property included in the Collateral, and any promissory notes, letters of credit or instruments related to or otherwise in connection with any property included in the Collateral, which in any such case come into the possession of the Debtor, or shall cause the issuer thereof to deliver any of the same directly to the Secured Party, in each case with any necessary endorsements in favor of the Secured Party.

4.14. Fundamental Changes. Without the prior written consent of the Secured Party, which will not be unreasonably withheld, or except as permitted in the Master Lease, the Debtor shall not merge or consolidate into any other Person, or amend or modify its name, status or existence, or sell or otherwise dispose of all or substantially all of its assets.

4.15. Intellectual Property. Set forth on Schedule 4.15 hereto is a complete and accurate list of all patents, trademarks, trade names, service marks and copyrights (registered and unregistered), and all applications therefor, of Debtor. Debtor owns or licenses all material patents, trademarks, service-marks, logos, tradenames, trade secrets, know-how, copyrights, or licenses and other rights with respect to any of the foregoing, which are necessary or advisable for the operation of its business as presently conducted or proposed to be conducted. To the Debtor's knowledge, Debtor has not infringed any patent, trademark, service-mark, tradename, copyright, license or other right owned by any other Person by the sale or use of any product, process, method, substance, part or other material presently contemplated to be sold or used, where such sale or use could reasonably be expected to have a Material Adverse Effect and no claim or litigation is pending, or to Debtor's knowledge, threatened in writing against or affecting Debtor that contests its right to sell or use any such product, process, method, substance, part or other material.

4.16. Additional Requirements. The Debtor shall take all such further actions and execute all such further documents and instruments as the Secured Party may reasonably request in writing.

5. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) the Debtor shall fail to pay any of the Obligations when payable or within five Business Days of when payable, whether at stated maturity, by acceleration or otherwise;

(b) there shall exist and be continuing an Event of Default under the Master Lease;

(c) any representation or warranty made or deemed made by the Debtor or the Guarantor under or in connection with any Document shall prove to have been false or incorrect in any material respect when made;

(d) the Debtor shall fail to perform or observe in any material respect (i) any of the terms, covenants or agreements contained Section 4.4, 4.7, 4.10 or 4.14 hereof or (ii) any other term, covenant or agreement contained in any Document (other than the other events of Default specified in this Section) and such failure remains unremedied for the later of twenty days from (i) the date on which the Secured Party has given the Debtor written notice of such failure and (ii) the date on which the Debtor knew or should have known of such failure;

(e) any material provision, as determined in the good faith business judgment of Secured Party, of any Document to which the Debtor is a party shall for any reason cease to be valid and binding on the Debtor, or the Debtor shall so state in writing;

(f) dissolution, liquidation, winding up or cessation of the Debtor's business, or the failure of the Debtor to pay its debts as they mature; or the admission in writing by the Debtor of its inability to pay its debts as they mature; or the calling of a meeting of the Debtor's creditors for purposes of compromising any of the Debtor's debts;

(g) the commencement by or against the Debtor of any bankruptcy, insolvency, arrangement, reorganization, receivership or similar proceedings under any federal or state law and, in the case of any such involuntary proceeding, such proceeding remains undismissed or unstayed for forty-five days following the commencement thereof, or any action by the Debtor is taken authorizing any such proceedings;

(h) an assignment for the benefit of creditors is made by the Debtor, whether voluntary or involuntary, or the appointment of a trustee, custodian, receiver or similar official for the Debtor authorizing any such proceeding;

(i) the Debtor shall (i) default in the payment of principal or interest on any indebtedness in an amount of at least \$100,000 (other than the Obligations) beyond the period of grace, if any, provided in the instrument or agreement under which such indebtedness was created; or (ii) default in the observance or performance of any other agreement or condition relating to any such indebtedness or contained in any instrument or agreement relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such indebtedness to cause, with the giving of notice if required, such indebtedness to become due prior to its stated maturity;

(j) the Debtor suffers or sustains a Material Adverse Change;

(k) any federal tax lien is filed of record against the Debtor and is not bonded or discharged within three Business Days;

(l) any judgment in excess of \$50,000 shall be rendered against the Debtor which has not been stayed, vacated, bonded or discharged within sixty days;

(m) any material covenant, agreement or obligation, as determined in the good faith business judgment of the Secured Party, made by the Debtor and contained in or evidenced by any of the Documents shall cease to be enforceable, or shall be determined to be unenforceable, in accordance with its terms; the Debtor shall deny or disaffirm the Obligations under any of the Documents or any liens granted in connection therewith; or any liens granted on any of the Collateral in favor of the Secured Party shall be determined to be void, voidable or invalid, or are not given the priority contemplated by this Security Agreement; or

(n) there is a change, which change results from a single transaction or series of related transactions, but not from the sale of newly issued securities to investors, in more than 35% of the ownership of any equity interests of any of the Lease Parties on the date hereof, or more than 35% of such interests become subject to any contractual, judicial or statutory lien, charge, security interest, or encumbrance.

6. **REMEDIES.** If any Event of Default shall have occurred and be continuing:

(a) The Secured Party may, without prejudice to any of its other rights under any Document or applicable law, declare all Obligations to be immediately due and payable (except with respect to any Event of Default set forth in Section 5(g) hereof, in which case all Obligations shall automatically become immediately due and payable without necessity of any declaration) without presentment, representation, demand of payment or protest, which are hereby expressly waived.

(b) The Secured Party may take possession of the Collateral and, for that purpose may enter, with the aid and assistance of any person or persons, any premises where the Collateral or any part thereof is, or may be placed, and remove the same.

(c) The obligation of the Secured Party, if any, to give additional (or to continue) financial accommodations of any kind to the Debtor shall immediately terminate.

(d) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein (or in any other Document) or otherwise available to it, all the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") whether or not the Code applies to the affected Collateral and also may (i) require the Debtor to, and the Debtor hereby agrees that it will at its expense and upon written request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten days' written notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(e) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, or then or at any time thereafter applied in whole or in part by the Secured Party against, all or any part of the Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash proceeds held by the

Secured Party and remaining after the full and final payment of all the Obligations shall be promptly paid over to the Debtor or to such other Person to which the Secured Party may be required under applicable law, or directed by a court of competent jurisdiction, to make payment of such surplus.

7. **MISCELLANEOUS PROVISIONS.**

7.1. **Notices.** Except as otherwise provided herein, all notices, approvals, consents, correspondence or other communications required or desired to be given hereunder shall be given in writing and shall be delivered by overnight courier, hand delivery or certified or registered mail, postage prepaid, if to the Secured Party, then to Technology Finance Division, 76 Batterson Park Road, Connecticut 06032, Attention: Assistant Vice President, Lease Administration, with a copy to the Secured Party at Riverway II, West Office Tower, 9399 West Higgins Road, Rosemont, Illinois 60018, Attention: Legal Department or such other address as shall be designated by the Secured Party to the Debtor in accordance herewith, and if to the Debtor, then to 510 Oakmead Parkway, Sunnyvale, California 94086, Attention: Chief Financial Officer, or such other address as shall be designated by the Debtor to the Secured Party in accordance herewith. All such notices and correspondence shall be effective when received.

7.2. **Debtor Remains Liable.** Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable, under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

7.3. **Secured Party Appointed Attorney-in-Fact.** The Debtor hereby irrevocably appoints the Secured Party the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the discretion of the Secured Party, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purpose of this Security Agreement, including, without limitation:

(a) to obtain and adjust insurance (but only upon Debtor's failure to do so) required to be paid to the Secured Party hereunder;

(b) upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above; and

(d) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral.

7.4. **Headings.** The headings in this Security Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Security Agreement.

7.5. **Assignments.** The Debtor shall not have the right to assign the Master Lease or this Security Agreement or any interest therein, except in connection with a transaction to which the Secured Party has consented in writing. The Secured Party may assign its rights and delegate its obligations under the Master Lease or this Security Agreement.

7.6. **Amendments, Waivers and Consents.** Any waiver of any provision of this Security Agreement and any consent to any departure by the Debtor or Secured Party, from any provision of this Security Agreement shall be effective only by a writing signed by the Secured Party or the Debtor respectively and shall bind and benefit the Debtor and the Secured Party

and their respective successors and assigns, subject, in the case of the Debtor, to the first sentence of Section 7.5. Any amendment of this Security Agreement shall be effective only by a writing signed by Secured Party and Debtor.

7.7. Interpretation of Agreement. Time is of the essence in each provision of this Security Agreement of which time is an element. All terms not defined herein or in the Master Lease shall have the meaning set forth in the applicable Code, except where the context otherwise requires. To the extent a term or provision of this Security Agreement conflicts with the Master Lease and is not dealt with herein with more specificity, this Security Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Security Agreement shall not be relevant in determining the meaning of this Security Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

7.8. Continuing Security Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Obligations, (b) be binding upon the Debtor and its successors and assigns and (c) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns.

7.9. Reinstatement. To the extent permitted by law, this Security Agreement and the rights and powers granted to the Secured Party hereunder and under the Loan Documents shall continue to be effective or be reinstated if at any time any amount received by the Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of any receiver, intervenor, conservator, trustee or similar official for the Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

7.10. Survival of Provisions. All representations, warranties and covenants of the Debtor contained herein shall survive the execution and delivery of this Security Agreement, and shall terminate only upon the full and final payment and performance by the Debtor of the Obligations secured hereby.

7.11. Indemnification. The Debtor agrees to indemnify and hold harmless the Secured Party and its directors, officers, agents, employees and counsel from and against any and all costs, expenses, claims, or liability incurred by the Secured Party or such Person hereunder and under any other Loan Document or in connection herewith or therewith, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of the Secured Party or such Person.

7.12. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

7.13. Venue; Service of Process. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF ILLINOIS SITUATED IN COOK COUNTY, OR OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS, AND, BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, THE DEBTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. THE DEBTOR HEREBY IRREVOCABLY WAIVES, IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. THE DEBTOR IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE DEBTOR AT THE ADDRESS FOR IT SPECIFIED IN SECTION 7.1 HEREOF. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE SECURED PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE DEBTOR IN ANY OTHER JURISDICTION, SUBJECT IN EACH INSTANCE TO THE PROVISIONS HEREOF WITH RESPECT TO RIGHTS AND REMEDIES.

7.14. Delays; Partial Exercise of Remedies. No delay or omission of the Secured Party to exercise any right or

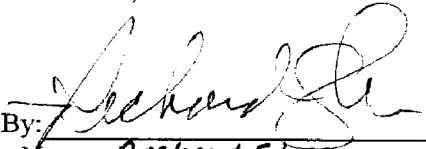
remedy hereunder, whether before or after the happening of any Event of Default, shall impair any such right or shall operate as a waiver thereof or as a waiver of any such Event of Default. No single or partial exercise by the Secured Party of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

7.15. WAIVER OF JURY TRIAL. THE DEBTOR AND THE SECURED PARTY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

7.16. Entire Agreement. The Debtor and the Secured Party agree that this Security Agreement, the schedules hereto, the Master Lease and the Secured Party's written commitment to the Debtor in effect from time to time are the complete and exclusive statement and agreement between the parties with respect to the subject matter hereof, superseding all proposals and prior agreements, oral or written, and all other communications between the parties with respect to the subject matter hereof.

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


METRIKA, INC.

By: 
Name: Richard Shea
Title: President & COO
Federal Identification Number: 77-0345778

Accepted as of the

11 day of May, 1999

TRANSAMERICA BUSINESS CREDIT CORPORATION

By: 
Name: G. MORB
Title: VP-CREDIT

form10a

SCHEDULE A

SCHEDULE OF EXCEPTIONS

As of April 27, 1999

In accordance with that certain Security Agreement dated as of ^{May} ~~April~~ 3, 1999 (the "Agreement"), by and between Metrika, Inc., a California corporation (the "Lessee"), and Transamerica Business Credit Corporation ("Lessor"), this confidential Schedule of Exceptions is delivered pursuant to the Agreement and that certain Master Lease, dated the same date as of the Agreement (the "Lease").

The section numbers in this Schedule of Exceptions correspond to the section numbers in the Agreement; *provided, however*, any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number of the Agreement or Lease where such disclosure would be appropriate. Any terms defined in the Agreement and the Lease shall have the same meaning when used in this Schedule of Exceptions as when used in the Agreement and in the Lease unless the context otherwise requires.

2.

The Lessee has previously granted a first priority security interest in the following equipment:

(a) The Lessee currently leases a water purification system and an automated plate reader from Advanta at a cost of \$438.90 per month. The lease expires by its terms in January 2000.

(b) The Lessee currently leases a telephone system from Finova Capital Corporation at a cost of \$324.69 per month. The lease expires by its terms in September 2000.

(c) The Lessee currently leases various equipment from Phoenix Leasing Corporation at a cost of \$8,934.53 per month. (Schedules 1-3).

(d) The Lessee has entered into an Equipment Financing Agreement with LMSI Venture Finance to finance equipment at a cost of \$20,663.00 per month. (Schedules 1-4).

(e) The Lessee currently leases a copier from Caltronics Business Systems at a cost of \$408.10 per month. The lease expires by its terms in November 2002.

See Exhibit A for a description of the equipment leased pursuant to the leases described in subclauses (a)–(e) above.

The Lessee has licensed its intellectual property as follows:

(a) On January 21, 1997, the Lessee entered into a Development and Distribution Agreement with KDK Corporation ("KDK") pursuant to which the Lessee agreed to

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develop a product for which KDK will have exclusive marketing rights in specified countries, primarily in Asia.

(b) On January 27, 1997, the Lessee entered into two license agreements with Amira Medical, formerly known as Mercury Diagnostics, Inc. ("Amira"). Pursuant to the agreements, Amira has a worldwide, royalty-free, exclusive license to certain technology of the Lessee for use in Amira's field of use, as specified in the agreements. Pursuant to the agreements, the Lessee has a worldwide, royalty-free, non-exclusive license to certain technology of Amira for use in the Lessee's field of use, as specified in the agreements.

(c) On December 19, 1997, the Lessee signed an option agreement with a consumer healthcare products company, which gave such company an exclusive six-month option to negotiate a development, license and supply agreement with worldwide marketing rights for an over-the-counter version of one of the Lessee's products. The option period was subsequently extended to March 1, 1999. To date, such company has paid Lessee fees of \$200,000 for this option. On February 25, 1999, the consumer healthcare products company exercised its option to exclusively negotiate with Lessee for a period of 60 days from March 1, 1999 the terms of a definitive agreement to be entered into by the parties regarding an over-the-counter version of one of the Lessee's products.

(d) On June 8, 1998, the Lessee entered into a Development and Distribution Agreement (the "New Ostex Agreement") with Ostex International, Inc. ("Ostex"), which agreement superseded that certain Joint Development, License and Co-marketing Agreement, dated April 10, 1997, between the Lessee and Ostex. Pursuant to the New Ostex Agreement, Ostex was granted exclusive worldwide marketing and distribution rights to the Lessee's *DRx-NTx* product subject to certain agreed upon minimum volumes and transfer prices. Ostex's obligations to purchase such minimums are subject to Lessee's achievement of certain technical performance specifications for the product. In addition, pursuant to the agreement, Ostex transferred back to Lessee 40,000 shares of its Series A Preferred Stock then owned by Ostex. Ostex agreed that, with the exception of two previously existing agreements, it will not itself market or sell, or grant rights to third parties to market or sell any other quantitative point-of-care or over-the-counter device containing the *NTx* assay technology. Ostex was also granted an exclusive limited option period to negotiate with Lessee for exclusive, worldwide distribution rights to use the *Digital Response* platform for measuring bone resorption in serum and other bodily fluids.

3.8.

The Lessee is aware of one third-party patent in the United Kingdom which may relate to an aspect of Lessee's *MODM* technology. The Lessee has not yet determined whether it will sell its products in the United Kingdom and if it decided to do so, the Lessee would need to determine whether it would be required to obtain a license from this third party. The Lessee is also aware of several patents that relate to certain assays that the Lessee currently intends to incorporate into its *DRx* products. The Lessee may be required to obtain licenses to such patents or to develop or use alternative technology. It is possible that the Lessee is not aware of other

third-party patents and patent applications that relate to the Lessee's *MODM* technology or assays that the Lessee may incorporate into its products. There can be no assurance that any licenses to patents will be available on terms acceptable to the Lessee, if at all.

4.15.

See attached Exhibit B.

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EXHIBIT A

**Description of Currently Leased Equipment
In which Security Interests Have Already Been Granted**

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Advanta Business Services Corp.

Description of leased equipment:

MILLI Q PLUS UV 115V 60 HZ
(2) QPAK1 (RO FEED) WITH MILLIPAK
MRX 386-4FD MICROPLATE READER
MRX REVELATION REV 1.0 SOFTWARE

Finova Capital Corporation

Description of leased equipment:

PROSTAR/SAMSUNG DCS PHONE SYSTEM EQUIPPED WITH 7 C. O. LINES AND 8
TELEPHONES
CALLSTAR 4 PORT X 18 HOUR VOICEMAIL SYSTEM

Phoenix Leasing Corporation

Description of leased equipment:

SEE ATTACHED DETAILED SCHEDULES 1 - 3

LMSI Venture Finance

Description of leased equipment:

SEE ATTACHED DETAILED SCHEDULES 1-4

Caltronics Business System

Description of leased equipment:

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METRIKA INC

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Phoenix Growth Capital Funding Request

Exhibit A

Schedule: 01

Master Contract: 0028

Lessee: Metrika Laboratories, Inc.
Address: 510 Oakmead Parkway

State CA Zip Code 94086

City Sunnyvale

Vendor Name	Invoice No.	Equipment Description	Epp Code	Serial Number	Net Amt. of Invoice	Sales Tax Paid	Check No.	Transaction Date	Daprec. Factor A	No entry required	
										Net \$ Amt. Due Lessee	Net \$ Amt. Due Vendor
Mitchell Allen/Sears	N/A	Refrigerator for lab	2	9328XM72	522.70	49.19	1024	11/27/94	50%	\$261.35	\$0.00
Diagnostic Solutio	90674	Gregg Dispensometer M	2	29149	1,600.00	132.00	1038	12/16/94	50%	\$800.00	\$0.00
Cole-Parmer Instru	2098886	Safety cabinet, 45 Gal	2	N/A	580.00	0.00	1065	12/20/94	50%	\$295.00	\$0.00
Home Depot	035224	Cabinets, sinks for lab	6	N/A	1,811.65	147.39	179	10/25/94	42%	\$760.85	\$0.00
Consolidated Office	N/A	Down payment on office f	6	N/A	1,700.00	0.00	176	10/24/94	42%	\$714.00	\$0.00
Consolidated Office	N/A	Balance due on office furn	6	N/A	1,248.00	281.77	180	10/27/94	42%	\$566.16	\$0.00
Desk Depot	N/A	Swivel arm chairs and de	6	N/A	1,205.00	101.06	177	10/25/94	42%	\$506.10	\$0.00
Desk Depot	N/A	Deposit on custom conf ta	6	N/A	100.00	0.00	177	10/25/94	42%	\$42.00	\$0.00
Desk Depot	N/A	Balance due on custom c	6	N/A	220.00	28.40	1013	11/16/94	50%	\$110.00	\$0.00
Desk Depot	N/A	Deposit on desk and cred	6	N/A	180.00	0.00	181	10/27/94	42%	\$75.60	\$0.00
Desk Depot	N/A	Bal due on desk and cred	6	N/A	684.00	71.28	184	10/28/94	42%	\$287.28	\$0.00
First Medical, Inc.	N/A	Telephone sets (used)	6	N/A	375.00	0.00	1011	11/15/94	42%	\$157.50	\$0.00
High Definition Syst	54487 & 54483	Computers (2)	1	N/A	2,845.00	234.71	1014	11/21/94	50%	\$1,422.50	\$0.00
High Definition Syst	0055197-IN	Computer	1	N/A	1,450.00	119.63	1126	1/30/95	50%	\$725.00	\$0.00
Pharmacia Biotech	34840180	Peristaltic Pump P1 120V	2	F2005302	995.00	82.09	1243	4/14/95	56%	\$577.10	\$0.00
FD Systems	849-IN & 00588	Computers (2)	1	N/A	3,210.00	248.78	1401	9/2/95	67%	\$2,150.70	\$0.00
Access Computer T	C330765	HP printer	1	JCGK158229	1,399.00	108.42	1402	8/14/95	75%	\$1,049.25	\$0.00
Phoenix Leasing Incorporated, 1996											
Amount to be Reimbursed to Lessee - Page Total										\$10,500.39	\$0.00
Amount Due Vendor - Page Total										\$10,500.39	\$0.00

A. The Deprec. Factor is calculated in accordance with the Deprec. schedule provided in the Schedule provided by GLS/PL

Lessee signature (Michael P. Allen) 9/15/95

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METRIKA INC

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Phoenix Growth Capital Funding Request

Exhibit A

Lessee: **Master Contract: 0028 Schedule: 01**

Vendor Name	Invoice No.	Equipment Description	Equip Code	Serial Number	at Amount of Invoice	Sales Tax Paid	Check No.	Check Date	Deprec. Factor A	No entry required		Due Vendor
										Net \$ Amt. Due Lessee	Net \$ Amt. Due Vendor	
Synco	N/A	Lab furniture	6	N/A	4,102.50	0.00	1425	8/18/95	75%	\$3,076.88	\$0.00	\$0.00
Synco	N/A	Lab furniture	6	N/A	9,862.50	0.00	1464	9/11/95	75%	\$2,889.38	\$0.00	\$0.00
Roche	N/A	Office furniture (used)	6	N/A	9,915.50	0.00	1429	8/23/95	75%	\$7,436.63	\$0.00	\$0.00
Dupont Medical Pro	A271001860	Lab Equipment	2	8403325	6,118.50	443.58	1554	10/31/95	75%	\$4,588.88	\$0.00	\$0.00
High Definition Syst	0060131-IN	Computer	1	N/A	1,377.00	106.72	1583	11/15/95	83%	\$1,142.91	\$0.00	\$0.00
Baxter Scientific Pro	7857185	Lab - Sonifair Cell Disrupt	2	B150199	2,588.00	201.35	1584	11/15/95	83%	\$2,154.34	\$0.00	\$0.00
Leaser Resale	N/A	B&L Staro Zoom 4 micros	2	88B17702	1,450.00	0.00	1676	12/15/95	83%	\$1,203.50	\$0.00	\$0.00
David Findley Co.	N/A	Dry Room Construction	2	N/A	19,500.00	0.00	1846 & 19	3/11/96	92%	\$17,020.00	\$0.00	\$0.00
Isameca USA, Inc.	M801	Bioline Dispenser	2	M96.02.808	30,200.00	2,340.50	1480	9/28/95	75%	\$22,650.00	\$0.00	\$0.00
Roche Biocientos	N/A	Office-Furniture(used)	6	N/A	17,685.00	0.00	1871	2/7/96	92%	\$16,270.20	\$0.00	\$0.00
Hyden Micro Tech	N60321F	JW notebook Computer	1	N/A	3,650.00	282.88	1849	3/22/96	92%	\$3,358.00	\$0.00	\$0.00
HD Systems	0062860-IN	Victoria Systems Comput	1	N/A	3,428.00	285.75	2084	4/30/96	92%	\$3,154.68	\$0.00	\$0.00
HD Systems	0062837-IN	Victoria Systems Comput	1	N/A	5,064.00	382.46	2084	4/30/96	92%	\$4,658.88	\$0.00	\$0.00
HD Systems	0062949-IN	LaserJet printer	1	N/A	1,895.00	146.66	2022	4/11/96	92%	\$1,743.40	\$0.00	\$0.00
HD Systems	0062916-IN	Victoria Systems Comput	1	N/A	1,515.00	117.41	2022	4/11/96	92%	\$1,393.80	\$0.00	\$0.00
HD Systems	0062912-IN	Victoria Systems Comput	1	N/A	3,152.00	244.28	2164	5/22/96	100%	\$3,152.00	\$0.00	\$0.00
Kinematic Automati	005379	Programmable Shear	2	91723-01	13,500.00	1,046.25	2124	5/10/96	100%	\$13,500.00	\$0.00	\$0.00
Phoenix Leasing Incorporated, 1996												
Amount to be Reimbursed to Lessee - Page Total										\$109,395.46		
Amount Due Vendor - Page Total										\$0.00		

Lessee Signature: *Richard P. Allen* Date: 9/5/96

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METRIKA INC

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Phoenix Growth Capital Funding Request

Exhibit A

Schedule: 01

Master Contract: 0028

Lessee:

Vendor Name	Invoice No.	Equipment Description	Eq Code	Serial Number	Net Amount of Invoice	Sales Tax Field	Check No.	Check Date	Deprec. Factor A	No entry required	
										Net \$ Amt. Due Lessee	Net \$ Amt. Due Vendor
Oriel Instruments	400788	IntraSpec-II PDA detector	2	M1024-142-23	15,454.00	0.00	2130	5/10/98	100%	\$15,454.00	\$0.00
Oriel Instruments	402833	IntraSpec-II PDA detector	2	N/A	1,273.00	0.00	2217	8/1/98	100%	\$1,273.00	\$0.00
Oriel Instruments	403584	IntraSpec-II PDA detector	2	480	5,658.00	0.00	2284	8/14/98	100%	\$5,658.00	\$0.00
Engineered Concept	2007	Autor Press for punch & d	2	N/A	735.00	58.96	2091	4/30/98	92%	\$676.20	\$0.00
RDM Industrial Prod	11239	(4) Workbenches	6	N/A	1,786.00	143.07	2178	5/22/98	100%	\$1,796.00	\$0.00
RDM Industrial Prod	11280	Chairs (8)	6	N/A	1,236.00	117.48	2222	6/1/98	100%	\$1,236.00	\$0.00
Linden Micro	140807	Notebook Computer	1	815090257	3,840.00	305.35	2147	6/18/98	100%	\$3,940.00	\$0.00
Synergy Research C	1211	Picojet Series 810 Dispens	2	N/A	16,960.00	0.00	2097	5/2/98	92%	\$15,603.20	\$0.00
VWR	48995940	Precision solvent lab cov	2	9411-301	1,729.75	134.06	2284	6/14/98	100%	\$1,729.75	\$0.00
Chip Chase (Edmun	V52833	Video inspection workstation	17	N/A	3,122.00	0.00	2380	7/12/98	100%	\$3,122.00	\$0.00
Chip Chase (The Go	1817928	Video recorder	17	0028810	669.96	51.92	2380	7/12/98	100%	\$669.96	\$0.00
VWR	48986920	Low Temp. incubator	2	N/A	2,510.05	207.08	2411	7/12/98	100%	\$2,510.05	\$0.00
Diagnostic Solutions	91018	Graag Denatometer (2)	2	13900, 13901	3,900.00	321.75	2304	6/24/98	100%	\$3,900.00	\$0.00
LR Environmental	14753	Temperature/Humidity Ch	2	9392-3	6,300.00	488.25	2324	8/25/98	100%	\$6,300.00	\$0.00
HD Systems	0064236-IN	Victoria Systems Calmpid	1	N/A	1,850.00	143.38	2388	7/12/98	100%	\$1,850.00	\$0.00
HD Systems	0064239-IN	HP-4 LaserJet Printer for	1	N/A	1,095.00	84.84	2388	7/12/98	100%	\$1,095.00	\$0.00
HD Systems	0064439-IN	Victoria Sys Computer for	1	N/A	1,250.00	95.88	2421	7/19/98	100%	\$1,250.00	\$0.00
Phoenix Leasing Incorporated, 1994										Amount Due Vendor - Page Total:	\$45,013.14
Lessee Signature:										Amount Due Vendor - Page Total:	\$0.00
Date: 9/5/98										TOTAL DUE TO LESSEE	\$187,991.01
										TOTAL DUE TO VENDOR	\$0.00
										GRAND TOTAL EXHIBIT A	\$187,991.01

Quintanilla P. Allen

Lessee Signature:

Date: 9/5/98

Phoenix Leasing Incorporated, 1994

DUPLICATE

9/21/98 3:10 PM

Page 3 of 3

0028012.XLS Exhibit A

04/08/1999 10:43

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METRIKA INC

PAGE 06

Phoenix Growth Capital Funding Request

Exhibit A

Master Contract: 0028

Lessee: Metrika Laboratories, Inc.

Address: 510 Oakmead Parkway

Schedule: 01 02

City Sunnyvale

State CA

Zip Code 94086

Vendor Name	Invoice No.	Equipment Description	Exp Code	Serial Number	Net Amt of Invoice	Sales Tax Paid	Check No.	restitution Date	Deprec. Factor A	No entry required	Net \$ Amt. Due Lessee	Net \$ Amt. Due Vendor
D. L. Chaney	18057	Laboratory casework	6	N/A	20,000.00	Included	1821	2/15/96	75%		\$15,000.00	\$0.00
VWR Scientific	4875791	Incubator	2	9606-004	1,097.00	65.02	1	7/19/96	100%		\$1,097.00	\$0.00
VWR Scientific	4896932	Incubator	2	9510-580	1,097.00	65.02	1	8/18/98	100%		\$1,097.00	\$0.00
HD Systems, Inc.	64677-IN	Victoria Sys computers(2)	1	N/A	2,800.00	208.15	1	8/6/96	100%		\$2,650.00	\$0.00
HD Systems, Inc.	64898-IN	Victoria Sys computers(2)	1	N/A	3,162.00	244.28	1	8/23/96	100%		\$3,152.00	\$0.00
HD Systems, Inc.	85564-IN	Victoria Sys computer	1	N/A	1,483.00	114.93	1	10/19/98	100%		\$1,483.00	\$0.00
Sorvall, Inc.	Q221008235	Centrifuge	2	9802610	17,271.75	1,398.56	1	11/15/96	100%		\$17,271.75	\$0.00
Technical Instrument	94222	Microscope	2	152375	9,263.70	747.94	1	11/15/96	100%		\$9,263.70	\$0.00
HD Systems	65891-IN	Victoria Sys computer	1	N/A	2,219.00	171.97	1	11/1/96	100%		\$2,219.00	\$0.00
HD Systems	65504-IN	Victoria Sys computer	1	N/A	1,318.00	101.99	1	10/25/96	100%		\$1,316.00	\$0.00
HD Systems	66032-IN	Victoria Sys computer	1	N/A	1,488.00	115.32	1	11/7/98	100%		\$1,488.00	\$0.00
					51,791.35							
Phoenix Leasing Incorporated, 1996										Amount to be reimbursed to Lessee - Page Total	\$51,047.45	\$0.00
Lessee Signature: <i>Amir P. Ace</i>										Amount Due Vendor - Page Total	\$51,047.45	\$0.00
A. The Deprec. Factors calculated in accordance with the Deprec. Schedule provided in the Schedule Provisions of Exhibit A.										TOTAL DUE TO LESSEE	\$51,047.45	\$0.00
										TOTAL DUE TO VENDOR	\$0.00	\$0.00
										GRAND TOTAL EXHIBIT A	\$51,047.45	\$0.00

Date: 11/26/96

ORIGINAL

Phoenix Leas incorporated
Funding request

Lessee: **Metrika Laboratories, Inc.**
Location Address: **510 Oakmead Parkway**
Sunnyvale, CA 94086

Master Contract: **0028**

Schedule: **03**

Vendor (or Manufacturer of Material)	Quantity	Unit Price	Total Price	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	
Danner Mfg.	178908			1	2,653.00	2,653.00	Y	2985	11/18/96	\$2,653.00	\$0.00									
Congocate	523309			1	4,620.00	4,620.00	Y	3128	11/20/96	\$4,620.00	\$0.00									
Micro-Vu Corp.	14729			1	29,450.00	29,450.00	Y	3067	11/1/96	\$29,450.00	\$0.00									
Seats	14680226117			1	498.00	498.00	Y	3093	11/18/96	\$498.00	\$0.00									
XD Systems	006589-IN			1	5,825.00	5,825.00	Y	3098	11/14/96	\$5,825.00	\$0.00									
TOTAL AMOUNT DUE TO LESSEE											\$43,046.00									
TOTAL AMOUNT DUE TO VENDOR											\$43,046.00									
TOTAL DRAW											\$43,046.00									

Date: 1/1/97

Lessee Signature: *(Signature)*

ORIGINAL

Page 1 of 1
Property of Phoenix Leasing Incorporated

12/24/96 8:45 AM

METRIKA LABORATORIES, INC. EXHIBIT A TO SCHEDULE NO. 10813-01

LMSI

OFF SITE TAG #	VEENDOR	INVOICE #	QTY	DESCRIPTION	SERIAL NUMBER	AMOUNT
54500	American Fibronix Co.	37272	1	Device Tooling for J14000 Receiver	N/A	1,589.00
54501	Electronic Automation, Inc.	00537	1	Device Automatic Membrane Cleaner	91811-02	4,715.87
54502	Cal. Precision Die Casting, Inc.	8019566-JN	1	Device Tooling for Spectral Heats	N/A	3,396.28
54503	Electronic Automation, Inc.	5425	1	Cable for J14000	N/A	2,281.10
54504	Electronic Automation, Inc.	2027	1	Matrix, 2210, Laminated Module	91786-01	7,053.49
54505	The Danding Edge	5247	1	Matrix for device assembly	N/A	2,897.25
54506	Electronic Automation, Inc.	5461	1	Standup membrane Diaphragm System	N/A	18,374.28
54507	Electronic Automation, Inc.	5064	1	Standup membrane Diaphragm System	N/A	24,319.18
54508	Electronic Automation, Inc.	5435	1	Standup membrane Diaphragm System	N/A	18,328.26
54509	AMG-INC 4049	AMG-INC 4049	1	Tooling located in Hong Kong	N/A	7,160.00
54510	HD Systems, Inc.	0066900-JN	1	Victoria Systems Computer & Monitor	27012	3,341.00
54511	HD Systems, Inc.	0066975-JN	1	Victoria Systems Computer & Monitor	26702	2,710.00
54512	HD Systems, Inc.	0066994-JN	1	Victoria Systems Computer & Monitor	26069-1	1,877.00
54513	HD Systems, Inc.	0067815-JN	1	Victoria Systems Computer & Monitor	28446	1,406.00
54514	HD Systems, Inc.	6460	1	Compaq Laptop Computer & Storage Processor	N/A	2,900.96
54515	HD Systems, Inc.	0069075-JN	1	Victoria Systems Computer & Monitor	3187-1	1,634.00
54516	HD Systems, Inc.	0069249-JN	1	Victoria Systems Computer & Monitor	32388-1	2,316.00
54517	HD Systems, Inc.	0069249-JN	2	Victoria Systems Computer & Monitor	32388-2	2,316.00
54518	HD Systems, Inc.	0069249-JN	2	Victoria Systems Computer & Monitor	32388-3	2,316.00
54519	HD Systems, Inc.	0069249-JN	2	Victoria Systems Computer & Monitor	32388-4	2,316.00
54520	Del Direct Sales, L.P.	1195706	1	Del Leibniz Notebook computer with 12.1" SVGA Monitor	N/A	2,609.00
54521	HD Systems, Inc.	0070317-JN	1	HD-Systems-Computer	N/A	4,295.00
54522	HD Systems, Inc.	0064444-JN	1	SCSI Drive & Controller	42559	1,597.00
54523	HD Systems, Inc.	0064445-JN	2	12 Port Hub & HP-Indirect Print Server	N/A	1,223.00
54524	HD Systems, Inc.	0068449-JN	4	Ethernet Card	N/A	3,109.00
54525	HD Systems, Inc.	0068564-JN	1	Ethernet Card	N/A	192.00
54526	Start & Setups Telecom, Inc.	003031-JN	3	Cables for Network	N/A	569.50
54527	Start & Setups Telecom, Inc.	003030-JN	20	Cables for Network	N/A	1,973.00
54528	Start & Setups Telecom, Inc.	003089-CM	12	Cable for Network Cables	N/A	488.00
54529	Don Cam Wardman	0731091	12	Cables for Network	N/A	237.50
54530	TY's Electronics	1606669	14	Cables for Network	N/A	187.29
54531	TY's Electronics	1600312	19	Cables for Network and Mini 5 Port Hub	N/A	187.31
54532	TY's Electronics	160725	20	Cables for Network	N/A	192.80
54533	TY's Electronics	160452	14	Cables for Network	N/A	153.86
54534	Coop USA	65315	1	Link 5 port Ethernet cables	N/A	169.92
54535	TY's Electronics	1502834	5	Ethernet cables	N/A	103.80
54536	HD Systems, Inc.	0068892-JN	1	Thin net expansion cable	N/A	1,397.00
54537	HD Systems, Inc.	0069352-JN	2	Print Server	N/A	998.00
54538	HD Systems, Inc.	0068517-JN	6	SCSI Ethernet Cards	N/A	474.00
54539	Start	3069	1	Leifengrator	68510440	891.99
54540	D. L. Cheney Refracto, Inc.	19094	16	Permeable 3" hose cables, 48" hose sink cables, Kits, Reagent Racks	N/A	7,000.00
54541	Statistik Test Technology, Inc.	1-978613	1	LCD Alignment Filter	N/A	604.00
54542	Fisher Scientific, Inc.	2916757	1	Analytical Balance and Printer	1115493135	4,111.89
54543	Comp. Syst. Inc.	76919	1	Splicing (Dis)licing System	MY102114	1,296.70
54544	A.S.D. Eng and Mfg / Edison Valley P	1256	1	LCD Staking Filter	N/A	1,450.00
54545	EVER Corporation	7674	1	Mini Reagent Stripper	5857	46,571.00

Deliber (initials) Secured Party (initials)

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METRIKA INC

PAGE 09

METRIKA LABORATORIES, INC.
EXHIBIT A TO SCHEDULE NO.
10813-01

LMSI TAG #	VENDOR	INVOICE #	QTY	DESCRIPTION	SERIAL NUMBER	AMOUNT
54511	Edform	9722	1	Heat Seal Machine	96571040	8615.00
54501	IVBK Corporation	8029	1	IVBK Pump System	48038	6350.00
54512	The Casting Edge	5280	1	Compressor & Dryer	03178-1-8909-5108	1,000.00
54513	Dancer Manufacturing Corp.	00178498	1	Compressor	N/A	2,653.80
54514	Composite Engineering Corporation	573399	1	Dehumidifier	N/A	4,600.00
54515	The Casting Edge	5003	1	Compressor Dryer Compressor	N/A	944.00
54516	Kinematic Automation, Inc.	005614	2	Tuffon Dental Sprayage Rod	N/A	240.00
54517	DJ Chem	22010	1	Compressor Dryer Heating	N/A	961.75
54518	DJ Chem	11171	2	Nozzle for Compressor Dryer	N/A	891.00
54519	IDR Associates	6727	1	HEPA Filter System	N/A	4,236.00
	Custom Equipment Balance	To be provided	1			751,000.27
GRAND TOTAL						\$411,910.97

Page 2 of 2

Debtor _____ (Initials) Secured Party _____ (Initials)

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METRIKA INC

PAGE 10

METRIKA LABORATORIES, INC.
EXHIBIT A TO SCHEDULE NO.
10813-02

LN	TRAIL	VENDOR	INVOICE #	QTY	DESCRIPTION	SERIAL NUMBER	AMOUNT
044	5111	Phillips Plastics Corporation	002825	1	Tooling Plate for Spectra	N/A	123.00
045	5111	Phillips Plastics Corporation	004-003373	1	Tooling Fabrication for Spectra	N/A	15,400.00
046	5131	Kenetics Association	005765	2	Leatherbags	9/19/26-0155/26-0219/176-03	12,174.00
047	5131	Kenetics Association	005666	7	Leatherbags	9/19/26-0155/26-0219/176-03	20,084.33
048	5131	Kenetics Association	005679	1	Leatherbags	9/19/26-0155/26-0219/176-03	2,029.66
049	5131	HD Systems, Inc.	70602	1	300M 12FT Ethernet Switch for Network	N/A	1,079.00
050	5131	HD Systems, Inc.	11637717	1	Dell Latitude 1140MB RAM 2.1GB, CD, Cam, Flat Modern	N/A	4,144.00
051	5131	Woodward Business Furniture	702-1N	1	Interchange Cabinet	N/A	600.00
052	5131	HD Systems, Inc.	M71223	9	Supercolor Table-47" w/Chrome Base, (2) Stackable Chair-Chrome	N/A	2,500.00
053	5131	HD Systems, Inc.	70972-N	1	ASUS Inc 546 133Mhz KB, 1.6GB, CD-R, Mem 15"	N/A	1,500.00
054	5131	HD Systems, Inc.	70866-1N	1	ASUS Inc 546 200Mhz KB, 1.1GB, CD-R, Mem 20"	N/A	3,574.00
055	5131	HD Systems, Inc.	70845-1N	28	SAFARI Office Pro 9700, (2) and 17" monitor-2XCD	N/A	17,138.00
056	5131	HD Systems, Inc.	701-1N	1	Telephone Central Unit	N/A	200.00
057	5131	HD Systems, Inc.	71251-1N	1	ASUS Inc 300 200Mhz-8GB, 2.1GB, CD-R, Mem 17"	N/A	2,818.00
058	5131	HD Systems, Inc.	11826046	1	Dell PowerEdge 2200 Base 213Mhz 3.3GB CD-Rom, Mem	N/A	9,358.00
059	5131	HD Systems, Inc.	11826079	1	Dell PowerEdge 2100 Base 200Mhz 3.3GB CD-Rom, Mem	N/A	2,810.00
060	5131	HD Systems, Inc.	A-943740	2	HP/Compaq DT8 700 w/4GB Mem, 4.7GB HD, Back UPS 200	N/A	119.00
061	5131	HD Systems, Inc.	A-971807	1	HP/Compaq Win NT Server 4.0GB Mem, 4.7GB HD	N/A	4,144.00
062	5131	HD Systems, Inc.	1721502709	1	SAPPHIRE ROM Back up Software	N/A	99.00
063	5131	HD Systems, Inc.	71079-1N	1	Wave Master 15", HP CD-R recorder, CD-ROM	N/A	809.00
064	5131	HD Systems, Inc.	71115-1N	1	Dell Drive Rack, Network Project	N/A	57.00
065	5131	HD Systems, Inc.	8317	1	Evony Server M3 01	N/A	77.00
066	5131	HD Systems, Inc.	71173-1N	1	Color X18 Flatbed Scanner w/extra media, 11"X17"	KS8-108100	908.00
067	5131	HD Systems, Inc.	710406-1N	1	Video Driver Processor	N/A	1,664.00
068	5131	HD Systems, Inc.	7543	1	10m unshielded twisted pair cabling, category 5e	N/A	3,000.00
069	5131	HD Systems, Inc.	8328	1	10m unshielded twisted pair cabling, category 5e	N/A	3,506.01

GRAND TOTAL \$35,512.32

Debtor (Metrika) Secured Party (Metrika)

METRIKA LABORATORIES, INC.
EXHIBIT A TO SCHEDULE NO.
10613-03

INVOICE #	QTY	DESCRIPTION	SERIAL NUMBER	AMOUNT
1101	12	Industrial Hardware Packs, Shelves, Cables for Manufacturing area	N/A	5,671.00
12446	6	Shelving Unit 24x36x34 w/ 4 Shelves	N/A	1,658.00
11415-IN	1	Lot: PDA408Z Pentium 3.0GB, Mem 256 KB, for network & website	452446	4,005.00
207144	1	HP DesignJet 300 Printer w/ roll feed and top bin	BS4859681	2,309.00
207108	1	Scan Master 3000T	11221640	1,629.00
178401	1	SAY Advanced Designer Packager III	N/A	0.00
6541	1	Synergy II DP workstation w/CD Rom, CPU P11300, Spectral Imager	SYM00001968	7,001.00
15402-IN	1	SAY software upgrade to Windows	N/A	0.00
15221-IN	1	SAY software upgrade to Windows	N/A	0.00
207405	1	ES/STRA Packager 16GB, Mem 15 CD Rom, CD	187152	1,598.00
207407	1	ES/STRA Packager 16GB, Mem 15 CD Rom, CD	1071180	2,715.00
207408	2	ES/STRA Packager 16GB, Mem 15 CD Rom, CD	1071181, 1071182, 1071183, 1071184, 1071185, 1071186, 1071187, 1071188, 1071189, 1071190	3,004.00
207469	1	Kern Universal Color Laser Printer w/ feeder	207469	5,607.00
142446	1	Franchise Collector model PC-2000B w/ ref, K00113V	N/A	1,995.00
2420	5	Technician Work benches and drawers	N/A	4,004.00
41021A	1	ACMS 807 Digital Process Imager	PCMS-407-21N	1,200.00
20787	1	Desk for Phones	N/A	2,400.00
01211569	1	Frame Grabber - Digital Image System	N/A	1,958.00
X1001400	1	Digital Imaging System	N/A	1,091.55
9117	1	Tooling for laser cutting/production	120411	1,900.00
91182	2	Coring Machine/D118-11R	N/A	4,580.00
			116571	16571.55
		GRAND TOTAL		156,171.55

Debtor: (Initials) Secured Party (Initials)

METRIKA LABORATORIES, INC.
EXHIBIT A TO SCHEDULE NO.
10813-04

DATE	TAG	VENDOR	INVOICE #	QTY	DESCRIPTION	SERIAL NUMBER	AMOUNT
		Metric Components, Inc.	200271	1	Scott Markham MESH 27 Computer		3,010.00
		Metric Components, Inc.	207812	2	Yamaha 1500 15' w/ MS Office Free P1 Computer		3,194.00
		Metric Components, Inc.	17605	22	Plate Lower, Side, Left, Locking (4) Prime Bldg		2,376.50
		Metric Components, Inc.	17606	22	Plate Right, and Pressure		1,623.00
		Metric Components, Inc.	17616	22	Plate Top, (40) Double, Chem. Right of Lab, (1) Plate Press Stack Mobile		1,197.00
		Metric Components, Inc.	17617	44	Double, PCHA Right A Lab, (20) Plate MITG, Connector EDAC		1,023.50
		Metric Components, Inc.	17634	0	Connector Plate to Handles 17603-17606, 17616-17617		6,700.00
		Metric Components, Inc.	17672	12	Connector Modification		340.00
		Metric Components, Inc.	17679	12	Decking/Handing Station		340.00
		Metric Components, Inc.	672855-08	30	Microcontroller for Handling Station		170.50
		Metric Components, Inc.	672855-09	30	Microcontroller for Handling Station		407.50
		Metric Components, Inc.	664437	1	Electronic Components - Board		1,261.72
		Metric Components, Inc.	672855	1	Electron Components - Board		9.35
		Metric Components, Inc.	200803	1	Upright Precision 20 lbs. S.		1,625.00
		Metric Components, Inc.	502963AC 4155247	1	Upright Precision 20 lbs. S.		2,099.00
		Metric Components, Inc.	153072	1	Microcontroller System		6,700.00
		Metric Components, Inc.	68411	1	Control of Freezer to Analyze 68411		37,507.00
		Metric Components, Inc.	68774	1	Control of Freezer to Analyze 68411		2,500.00
		Metric Components, Inc.	1011	0	Upright Precision 20 lbs. S. (2) Upright Precision 20 lbs. S. Boxes		2,500.00
		Metric Components, Inc.	20198	1	Sigma Super High Capacity Chromatography 40 Degradation, 10 in Freezer		6,525.00
		Metric Components, Inc.	259159	1	Upright Precision 20 lbs. S. (2) Upright Precision 20 lbs. S. Boxes		3,140.00
		Metric Components, Inc.	4202	1	Sigma JUV MSH w/ Chromatography 40 Degradation, 10 in Freezer		6,500.00
		Metric Components, Inc.	4204	1	Upright Precision 20 lbs. S.		17,600.00
		Metric Components, Inc.	211991-5002	1	Metric Precision 20 lbs. S.		473.00
		Metric Components, Inc.	211991-01	1	Metric Precision 20 lbs. S.		1,040.20

GRAND TOTAL \$194,521.45

Debtor (right) _____ Secured Party (initials)

EXHIBIT B

Schedule 4.15

0359678.02