

08-06-2001



FORM PTO-1594 (Rev 5-93)

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101800536

To the Honorable Commissioner of Pa

... recording the attached original documents or copy thereof.

1. Name of conveying party(ies):
 BIOIQ, INC. *07/26/01*
 Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State: DELAWARE
 Other:
 Additional name(s) of conveying party(ies) attached? [] Yes [X] No
 3. Nature of Conveyance:
 [] Assignment [] Merger
 [X] Security Agreement [] Change of Name
 [] Other
 Execution Date: April 30, 2001

2. Name and address of receiving party(ies):
 Name: COMERICA BANK-CALIFORNIA
 Address: 600 B STREET, SUITE 100
 City: SAN DIEGO CA Zip: 92101
 Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State:
 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 [x] No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 76/251,640 76/251,639
 76/251,638 76/251,637
 76/251,636
 Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin O'Brien
 Internal Address: GRAY CARY WARE & FREIDENRICH
 4365 Executive Drive, Suite 1600
 San Diego, CA 92121-2189

6 Total number of applications and registrations involved; 5
 7. Total fee (37 CFR 3.41)..... \$ 140.00
 [x] Enclosed
 [] Authorized to be charged to deposit account
 8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
 Erin O'Brien *Erin O'Brien* July 25, 2001
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
 U.S. Patent and Trademark Office, Office of Public Records
 1213 Jefferson Davis Highway, 3rd Floor
 Arlington, VA 22202

00/03/2001 DBYRNE 00000212 76251640
 01 FC:481 40.00 OP
 02 FC:482 100.00 OP

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TRADEMARK REEL: 002339 FRAME: 0723

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2001 by and between COMERICA BANK-CALIFORNIA ("Bank") and BIOQ, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 15, 2000, as amended by that certain First Amendment to Loan Documents, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into the Loan Agreement with Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Gray Cary\PA\10139149.2
102365-160178

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IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6030 Avenida Encinas
Carlsbad, CA 92009

Attn: Jeffrey Anderman, CFO

BIOQ, INC.

By: COMERICA BANK - CALIFORNIA,
Its Attorney-in-Fact

By: Melanie Dovano

Melanie Dovano

Title: Vice President

BANK:

Address of Bank:

600 B Street, Suite 100
San Diego, CA 92101

Attn: Craig Nelson

COMERICA BANK-CALIFORNIA

By: Melanie Dovano

Melanie Dovano

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Internet IQ of the Life Science Industry	76/251,640	05/03/01
Bioq.com	76/251,639	05/03/01
Bioq	76/251,638	05/03/01
Bioq	76/251,637	05/03/01
Bioq.com	76/251,636	05/03/01