

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AURORA DISCOVERY, INC		08/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	OXFORD FINANCE CORPORATION
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	78257432	CHEMLIB
Serial Number:	78232199	TOPOLOGY COMPENSATING PLATE READER
Serial Number:	78232201	FLYING REAGENT DISPENSER
Serial Number:	78232202	FRD
Serial Number:	78232200	TCPR

CORRESPONDENCE DATA	
Fax Number:	(404)962-6771
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4048853539
Email:	trademarks@troutmansanders.com
Correspondent Name:	Troutman Sanders LLP
Address Line 1:	600 Peachtree Street
Address Line 2:	Bank of America Plaza, Suite 5200
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	030690.02
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NAME OF SUBMITTER:	Segeda T. Ranjeet, Esq.
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OP \$140.00 78257432

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 6, 2004 by and between OXFORD FINANCE CORPORATION ("Secured Party") and AURORA DISCOVERY, INC. ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Master Security Agreement No. 4081065 between Secured Party and Grantor (as the same may be amended, modified or supplemented from time to time, the "Master Security Agreement") and the Promissory Notes from time to time executed by Grantor in favor of Secured Party in connection therewith (the "Notes"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Security Agreement. Secured Party is willing to make available to Grantor the credit facility described in the Master Security Agreement, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks and patents to secure the Indebtedness.

B. Pursuant to the terms of the Master Security Agreement), Grantor has granted to Secured Party 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 the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Indebtedness, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C), and including without limitation the goodwill of the business symbolized by or associated with such trademarks and 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.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a

provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused 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:

9645 Scranton Road, Suite 140
San Diego, California 92121

AURORA DISCOVERY, INC.

By: 

Name: John Pashkowsky
Title: VP Finance and CFO

SECURED PARTY:

Address of Secured Party:

133 N. Fairfax Street
Alexandria, Virginia 22314

OXFORD FINANCE CORPORATION

By: 

Name: Michael J. Altobelli
Title: Chief Financial Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Low Background Multi-Well Plates With Greater Than 864 Wells For Fluorescence Measurements Of Biological And Biochemical Samples	06/08/1999	5910287
Systems And Methods For Rapidly Identifying Useful Chemicals In Liquid Samples	11/16/1999	5985214
Low Background Multi-Well Plates And Platforms For Spectroscopic Measurements	05/16/2000	6063338
Low Fluorescence Assay Platforms And Related Methods For Drug Discovery	01/09/20001	6171780
Miniature Personal Display	05/08/2001	6229503
Low Background Multi-Well Plates For Fluorescence Measurements Of Biological And Biochemical Samples	05/15/2001	6232114
Microplate Lid	07/03/2001	6254833
Fluid Dispenser And Dispensing Methods	10/02/2001	6296811
Detector And Screening Device For Ion Channels	2/19/2002	6349160
Liquid Chemical Distribution Method And Apparatus	04/16/2002	6372185
Multi-Well Platforms, Caddies, Lids And Combinations Thereof	07/03/2002	6426050
Multiwell Scanner And Scanning Method	09/10/2002	6448089
System And Method For Rapidly Identifying Useful Chemical Sin Liquid Samples	10/22/2002	6468800
Systems And Methods For Rapidly Identifying Useful Chemicals In Liquid Samples	10/29/2002	6472218
Low Fluorescence Assay Platforms And Related Methods For Drug Discovery	2/11/2003	6517781
Multiwell Scanner And Scanning Method	7/1/2003	6586257
Detector And Screening Device For Ion Channels	8/19/2003	6608671
Multiwell Scanning And Scanning Method	10/28/2003	6638483
Systems And Methods For Rapidly Identifying Useful Chemicals In Liquid Samples	1/13/2004	6678577
Systems And Methods For Rapidly Identifying Useful Chemicals In Liquid Samples	2/03/2004	6685884
Low Fluorescence Assay Platforms And Related Methods For Drug Discovery	5/04/2004	6730520

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
[P]latform For Multi-Well Field	7/11/2000	D428157
Multi-Well Platform	3/5/2002	D454202
Fluid Dispenser And Dispensing Method	8/15/2001	09930590
Liquid Chemical Distribution Method And Apparatus	2/25/2002	10082974
Multi-Well Platforms, Caddies, Lids And Combinations Thereof	7/30/2002	1029315

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHEMLIB	78/257432	6/03/2003
TOPOLOGY COMPENSATING PLATE READER	78/232199	3/31/2003
FLYING REAGENT DISPENSER	78/232201	3/31/2003
FRD	78/232202	3/31/2003
TCPR	78/232000	3/31/2003
SCREENING ISLAND ¹	78/232204	3/31/2003

¹ Abandoned
Oxford Finance/Aurora (IP Sec Ag)
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