

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Innotech Corporation		04/08/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Alexandria Finance, LLC
Street Address:	135 N. Los Robles Avenue, Suite 250
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2899329	ALPHA INNOTECH
Registration Number:	2647340	ALPHAARRAY
Registration Number:	2094581	ALPHAEASE
Registration Number:	2101046	ALPHAIMAGER
Registration Number:	2647341	ARRAYEASE
Registration Number:	2618323	CHEMIIMAGER
Registration Number:	2404723	FLUORCHEM
Registration Number:	2618324	MULTIIMAGE
Registration Number:	2716583	NOVARAY
Serial Number:	78410752	ALPHADIGIDOC
Serial Number:	78459219	ALPHAQUANT
Serial Number:	78413790	CHEMIGLOW
Serial Number:	78410132	FLUORCHEM

CORRESPONDENCE DATA	TRADEMARK
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900024100

REEL: 003077 FRAME: 0978

CH \$340.00 2899329

Fax Number: (415)951-3699
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4156932487
Email: mcass@cooley.com
Correspondent Name: Melanie Cass
Address Line 1: 1 Maritime Plaza, 20th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Melanie Cass
Signature:	/Melanie Cass/
Date:	05/04/2005

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 8, 2005 by and between ALPHA INNOTECH CORPORATION, a California corporation ("*Grantor*") and ALEXANDRIA FINANCE, LLC, a Delaware limited liability company ("*Secured Party*").

RECITALS

A. Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by that certain Secured Promissory Note dated April 8, 2005 executed by Grantor in favor of Secured Party (the "*Note*"), such advances and financial accommodations being referred to herein as the "*Loan*". Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Party (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement or the Note.

AGREEMENT

NOW, THEREFORE, in order to induce Secured Party to make the Loan and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Party to cause the Loan to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired:

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 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 Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan 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 Security 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security 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 Secured Party, of any or all other rights, powers or remedies.

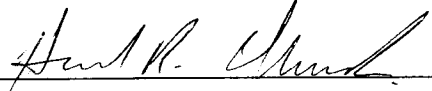
Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

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

GRANTOR:

ALPHA INNOTECH CORPORATION

By: 

Print Name: HASEEB CHAUDHRY

Title: CEO

SECURED PARTY:

ALEXANDRIA FINANCE, LLC,
a Delaware limited liability company

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership, its
managing member

By: ARE-QRS Corp.,
a Maryland corporation, its
general partner

By: _____
Its: _____

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

GRANTOR:

ALPHA INNOTECH CORPORATION

By: _____

Print Name: _____

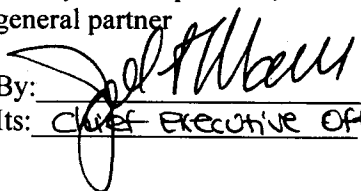
Title: _____

SECURED PARTY:

ALEXANDRIA FINANCE, LLC,
a Delaware limited liability company

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership, its
managing member

By: ARE-QRS Corp.,
a Maryland corporation, its
general partner

By: 
Its: Chief Executive Officer

SCHEDULE B

PATENTS

A: Patents and Patent Applications Related to Reader Design.

1. Biochip Detection System:

	<u>Application #</u>	<u>Patent #</u>
US	09/140,164	US6,271,042
US	09/882,912 (continuation of 09/140,164)	
PCT	PCT/US99/19759	
Europe	99945286.5	
Japan	2000-567742	

2. Optical Analyzers 1-7:

	<u>Application #</u>
US	60/608,442
US	
US	60/608,470
US	60/608,330
US	60/608,461
US	60/608,450
US	60/608,407

3. Optical Analysis Systems 1-3:

	<u>Application #</u>	<u>Patent #</u>
US	10/758,140	
US	10/758,497	
US	10/758,576	6,853,454

4. Light Modulated Microarray Reader and Methods Relating Thereto (License)

	<u>Application #</u>	<u>Patent #</u>
US	10/165,168	US6,749,658
PCT	PCT/US02/17899	

5. Apparatus and Methods Related to Spatially Light Modulated Microscopy (license):

	<u>Application #</u>	<u>Patent #</u>
US	09/179,185	US6,483,641B1
PCT	PCT/CA98/00993	
Europe	98 949 843.1	EP1,027,624
France	98 949 843.1	98949843.1
Britain	98 949 843.1	1,207,624
Switzerland	98 949 843.1	1 207 624
Germany	98 949 843.1	698 06 496.8-08
Canada	2,307,315	
Japan	2000-518300	

5.a. Apparatus and Methods Related to Spatially Light Modulated Microscopy – Division I (license):

	<u>Application #</u>
US	10/260,004
US Pub #	US2004/0047030

5.b. Apparatus and Methods Related to Spatially Light Modulated Microscopy – European Divisional I (License):

	<u>Application #</u>
Europe	01 130 288.2
EP Pub #	EP 1 207 414

5.c. Apparatus and Methods Related to Spatially Light Modulated Microscopy – European Divisional II (License):

	<u>Application #</u>
Europe	01 130 289.0
EP Pub#	EP 1 207 415

6. Methods and Apparatus for Improved Depth Resolution Using Out-of-Focus Information in Microscopy (license):

	<u>Application #</u>
US	10/465,013
PCT	US2003/025886
US Pub #	US 2004/0036775
Int'l Pub #	WO 2004/019126

B. Patents Related to Gel Imaging

1. Method and Apparatus for Extending Signal Range:

	<u>Application #</u>	<u>Patent #</u>
US	09/559,239	US6,388,809

2. Identifying Indicia and Focusing Target:

	<u>Application #</u>
US	10/762,851
PCT	US2004/001629
US Pub #	US 2004/0150217
Int'l Pub #	WO 2004/065995

SCHEDULE C
TRADEMARKS

Alpha Innotech Corporation Trademarks

1. Registered Marks:

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
ALPHA INNOTECH	2899329
ALPHAARRAY	2647340
ALPHAEASE	2094581
ALPHAIMAGER	2101046
ARRAYEASE	2647341
CHEMIIMAGER	2618323
FLUORCHEM (stylized)	2404723
MULTIIMAGE	2618324
NOVARAY	2716583

2. Applications Filed:

<u>MARK</u>	<u>SERIAL NUMBER</u>
ALPHADIGIDOC	78410752
ALPHAQUANT	78459219
CHEMIGLOW	78413790
FLUORCHEM (wordmark)	78410132
HELIX DESIGN	78363249