

Jan-11-05



102919222

To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231, and to the Patent and Trademark Office, Washington, D.C. 20231. Enclosed are the original documents or copy thereof.

1. Name of conveying party(ies):
Dynex Technologies, Inc.

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

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

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **HA155**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 2, 2004**

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
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)	B. Trademark No.(s)
	2,333,462 1,286,978
	2,201,705 1,285,016
	2,095,861 0,804,232
	1,977,121 0,754,087
	1,558,878
	1,298,569

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: **Loan Documentation HA155**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41): **\$265**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

01/12/2005 ECOOPER 00000082 2333462

01 FC:8521 40.00 DP

02 FC:8522 225.00 DP

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.

Manibel Arteaga
Name of Person Signing

Manibel Arteaga
Signature

12/31/04
Date

Janice Chua

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2004 by and between SILICON VALLEY BANK ("Bank") and DYNEX TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank 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 Loan and Security Agreement by and between Bank and Grantor of even date herewith (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 make the Loans to 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, 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.

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.

Address of Grantor:

14340 Sullyfield Circle
Chantilly, Virginia 20151

Attn: Kathleen F. Hoy

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326

Attn: _____

GRANTOR:

DYNEX TECHNOLOGIES, INC.

By: Jamaal White

Title: CEO, President

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

14340 Sullyfield Circle
Chantilly, Virginia 20151

Attn: _____

DYNEX TECHNOLOGIES, INC.

By: _____

Title: _____

BANK:

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326

Attn: _____

SILICON VALLEY BANK

By: William L. Yang

Title: VP

EXHIBIT A

Copyrights

Description

n/a

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

see attached.

DYNEX Technologies Inc.
 Patent Listing @ 7-1-2004

Patent No.	Country	Date Filed	Date of Assignment	Inventor	Title of Invention
5,715,048	USA	Nov-22-1995	Feb-03-1998	Walter W. Taylor	Calibration System for a Photo Multiplier Tube
6,016,192	USA	Dec-18-1997	Jan-18-2000	Walter W. Taylor	External Calibration System for Multiplier Tube
6,212,949	USA	Oct-28-1996	Apr-10-2001	David Inder, Peter Le	Level Sensor and Washer Unit
5,611,994	USA	Nov-22-1995	Mar-18-1997	Multiple	Luminometer
1,102,994	UK			Multiple	Automated Immunoassay Apparatus With Flexible Pick-Up Arm
699,047,269	Germany			Multiple	Automated Immunoassay Apparatus With Flexible Pick-Up Arm
1,102,994	France			Multiple	Automated Immunoassay Apparatus With Flexible Pick-Up Arm
857,295	UK			Multiple	Washer Head Level Sensor
696,191,202	Germany			Multiple	Washer Head Level Sensor
857,295	France			Multiple	Washer Head Level Sensor
4,772, 453	USA	Mar-1-85	Sep-20-88	Wayne F. Lisenbee	Luminescence Measurement Arrangement
5,202,091	USA	Apr-4-88	Apr-13-93	Wayne F. Lisenbee	Luminescence Measurement Arrangement

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dynex	2,333,462	3/21/00
MFX	2,201,705	11/3/98
MLX	2,095,861	9/9/97
MRX	1,977,121	5/28/96
Dividastrips	1,558,878	10/3/89
Immunosoft	1,298,569	10/2/84
Microfluor	1,286,978	7/24/84
Immulon	1,285,016	7/10/84
Microdiluter	0,804,232	2/22/66
Microtiter	0,754,087	8/6/63