

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
Biogenex Laboratories		05/05/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Oxford Finance Corporation
Street Address:	133 N. Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78609235	XMATRX
Serial Number:	78468880	NIRVANA
Serial Number:	78414358	EZ-RETRIEVER
Serial Number:	78386983	INSITE
Serial Number:	76279100	GENOMX
Registration Number:	1938268	OPTIMAX
Registration Number:	1940240	ACCUSLIDE
Registration Number:	1932076	SUPERMOUNT
Registration Number:	1915801	OPTIMAX
Registration Number:	1959539	BIOGENEX
Registration Number:	1677329	MULTILINK
Registration Number:	1436119	TURBOACTIVATOR
Registration Number:	1449115	CED PHOSPHORAMIDITE

CORRESPONDENCE DATA

900032321

**TRADEMARK
 REEL: 003161 FRAME: 0455**

OP \$340.00 78609235

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048853935
Email: trademarks@troutmansanders.com
Correspondent Name: Segeda T. Ranjeet
Address Line 1: 600 Peachtree Street NE
Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

NAME OF SUBMITTER:	Segeda T. Ranjeet
Signature:	/STR/
Date:	09/19/2005

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 5, 2005 by and between OXFORD FINANCE CORPORATION ("Secured Party") and BIOGENEX LABORATORIES, a California corporation, ("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. 5051089 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"). Secured Party is willing to make available to Grantor the Indebtedness evidenced by the Notes, 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 obligations of Grantor evidenced by the Notes.

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 its obligations evidenced by the Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations evidenced by the Notes, 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 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 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 (as defined in the Master Security Agreement), 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 Master Agreement or any of the 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]

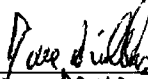
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

4600 North Canyon Road
San Ramon, CA 94583

GRANTOR:

BIOGENEX LABORATORIES

By: 
Name: DAVE WINKLER
Title: CEO

Address of Secured Party:

133 N. Fairfax Street
Alexandria, Virginia 22314

SECURED PARTY:

OXFORD FINANCE CORPORATION


By: 
Name
Michael J. Altenburger
Chief Financial Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BioGenex i4000 (Nirvana) system	TX6028974	9/23/2004
BioGenex i4000 (Nirvana) system	TX6054186	9/23/2004
Data sheet : monoclonal antibody to human androgen receptor	TX4352620	7/29/1996
Data sheet : monoclonal antibody to S-100 protein	TX4379886	7/29/1996
Molecular & cellular pathology products : 1996 catalog	TX4360331	7/23/1996
Prostrate (sic) epithelium stained with anti-androgen receptor MAb	VA804170	7/23/1996
Prostrate (sic) epithelium stained with anti-androgen receptor MAb	VA808359	2/5/1997

EXHIBIT B

U.S. Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Labeled Antibodies And Methods	4490473	12/25/1984
Apparatus And Method For Diagnostic Analysis Of Biological Fluids	4725406	02/16/1988
Apparatus For Transferring Biological Specimens From A Gel To A Transfer Membrane And Method	4818701	04/04/1989
Electroblotting Technique For Transferring Specimens From A Polyacrylamide Electrophoresis Or Like Gel Onto A Membrane	4840714	6/20/1989
Diagnostic Manifold Apparatus	4859419	8/22/1989
Antigen Retrieval In Formalin Fixed Tissues Using Microwave Energy	5244787	9/14/1993
Automated Staining Apparatus	5439649	8/8/1995
Mounting Medium For Microscope Slide Preparations	5492837	2/20/1996
Enhancement Of Immunochemical Staining In Aldehyde-Fixed Tissues	5578452	11/26/1996
Multifunctional Linking Reagents For Synthesis Of Branched Oligomers	5916750	6/29/1999
Automated Staining Apparatus	5948359	9/7/1999
Automated Staining Apparatus	6495106	12/17/2002
Non-Nucleotide Linking Reagents	6130323	10/10/2000
Releasing Embedding Media From Tissue Specimens	6451551	9/17/2002
Deparaffinization Compositions And Methods For Their Use	6632598	10/14/2003
Method For Silver Staining A Pathologic Sample	6426195	7/30/2002
Device And Methods For Automated Specimen Processing	US20030100043*	5/29/2003
Stable Phosphatase Substrate Composition	4892817	1/9/1990
Immunossay Test Device And Method	4912034	3/27/1990

Non-U.S. Patents

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Automated Staining Apparatus	European Union	0722363	4/14/1999
Automated Staining Apparatus	Australia	762808	10/16/2003
Enhancement Of Immunochemical Staining In Aldehyde-Fixed Tissues	European Union	0607422	3/13/2002
Enhancement Of Immunochemical Staining In Aldehyde-Fixed Tissues	Japan	3108099	9/8/00
Non-Nucleotide Linking Reagents	Australia	733647	8/30/2001
Deparaffinization Compositions And Methods For Their Use	European Union	0698118	12/03/2003
Deparaffinization Compositions And Methods For Their Use	Japan	3532571	03/12/2004

EXHIBIT C

<u>Description</u>	<u>Trademarks</u>	<u>Registration/</u> <u>Application</u> <u>Number</u>	<u>Registration/</u> <u>Application</u> <u>Date</u>
XMATRIX		78/609235	4/14/2005
NIRVANA		78/468880	8/17/2004
EZ-RETRIEVER		78/414358	5/6/2004
INSITE		78/386983	3/18/2004
GENOMX		76/279100	7/02/2001
OPTIMAX		1938268	11/28/1995
ACCUSLIDE		1940240	12/05/1995
SUPERMOUNT		1932076	10/31/1995
OPTIMAX		1915801	8/29/1995
BIOGENEX		1959539	3/5/1996
MULTILINK		1677329	3/3/1992
TURBOACTIVATOR		1436119	4/14/1987
CED PHOSPHORAMIDITE		1449115	7/28/1987
PREGNAGEN		1935181	8/2/1988
GENEBLOT		1941503	12/12/1995
ULTRALUME		1875763	1/24/1995
WESPAGE		74103917	5/19/1992
VERSABLOT		1669247	12/24/1991
STRAVIGEN		1583188	2/20/1990
FASTEST		1632027	1/15/1991
VACUSYSTEMS		1530697	8/16/1988
VACUSLOT-VS		1566833	11/21/1989
VACUDOT-VS		1566832	11/21/1989
OVUGEN		1513315	11/22/1988
PREGAGEN		1498276	08/02/1988
ABN & Design		1500926	8/23/1988
VACUBLOT		1496613	7/19/1988
WESPETTE		1484112	4/12/1988
WESBLOT		1494713	7/5/1988
POLYBLOT		1458077	9/22/1987
OMNIBLOT		1432801	3/17/1987
HISTOGEN		1295367	9/18/1984
MONOGEN		73/363735	5/10/1982
RIAGEN		1488005	5/17/1988
BIOGENEX		73/353975	3/11/1982
i500			
i1000			
i6000			
iVISION			
GenoMx 500			
GenoMx 1000			
GenoMx 6000			
GenoMx VISION			
EZ-DeWax			
OptiMiser			
OptiPlus			
PowerBlock			