

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the Effective Date by and between Transgenomic, Inc., a Delaware corporation ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the separate Accounts Receivable Financing Agreement (the "Financing Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Financing Agreement.

B. Pursuant to the terms of the Financing 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 Grantor's Indebtedness under the Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Bank under the Financing Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or

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(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor shall cooperate with Bank in Bank's preparation and filing of such instruments as are necessary to perfect Bank's security interest in the Intellectual Property Collateral and further authorizes Bank, at Bank's sole discretion, to record this IP Agreement to the extent required to perfect such interest.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Grantor's performance under this IP Agreement does not conflict with or result in a breach of any other agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral without the written approval of Bank, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall in a manner consistent with reasonable business practices, (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to monitor and detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Note and the Financing Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to

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the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Financing Agreement; or

(b) Grantor breaches any warranty, representation, covenant or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. Upon termination of the Financing Agreement, this IP Agreement and satisfaction of all obligations secured hereunder, Bank shall execute and deliver to Grantor all deeds, assignments, and any other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. Any information relating to the Intellectual Property Collateral exchanged between the parties shall be treated as confidential information. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

12325 Emmet St.
Omaha, Nebraska 68164

GRANTOR:

TRANSGENOMIC, INC., a Delaware corporation

By: Mitchell S. Murphy

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Intellectual Property Security Agreement (Transgenomic)
3351909v3

[Signature]
APPROVED
LAW DEPARTMENT
TRANSGENOMIC, INC.

Name: MITCHELL L. MURPHY

Title: VP, SECRETARY & TREASURER

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EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
WAVE-MD SCREEN IMAGE	VA 1-177-707	June 7, 2002
NAVIGATOR SCREEN IMAGE	VA 1-152-534	June 7, 2002

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
NONE				

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>

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Unregistered copyrights consist solely of sales literature and labeling copies. Available upon request.

Exhibit "B" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "B"

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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Per Attached Lists

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**Confidential:
Transgenomic US Pending Applications 06.01.03**

USSN 09/557,854 (P-221)	Fraction Collection System and Method
USSN 09/802,466 (P-408)	Chromatographic Method for RNA Stabilization
USSN 09/826,055 (P-457)	Modifying Double-Stranded DNA to Enhance Separation by MIPC
USSN 09/714,579 (P-498)	Liquid Chromatographic Separation of Polynucleotides
USSN 09/756,070 (P-514)	Detection of Heteroduplex Molecules by Anion Exchange
USSN 09/770,410 (P-576)	Separating Polynucleotides with Monolithic Capillary Columns
USSN 09/873,645 (P-633)	Analysis of Data from Liquid Chromatographic DNA Separation
USSN (P-649)	System and Method for Automated MIPC
USSN 10/047,376 (P-663)	Column for DNA Separation by MIPC
USSN 10/126,848 (P-715)	Methods and Compositions for Mutation Analysis
USSN 60/377,770 (P-720)	Sample Preparation Method and Device
USSN 60/391,462 (P-730)	Sample Preparation Method and Device
USSN 10/202,162 (P-733)	Methods, Compositions and Kits for Mutation Detection in Mitochondrial
USSN 60/401,532 (P-740v)	Methods for determining microbial phylogeny
USSN 60/402,253 (P-741)	Methods for Identification of Genetic Variants
USSN 10/266,906 (P-744)	Methods and Compositions for Mutation Analysis of Polynucleotides
USSN 10/273,601 (P-746)	Methods and Kits for Testing Mutagenicity
USSN 60/419,568 (P-754)	Cel II Endonuclease
USSN 10/288,406 (P-758)	Methods, Systems & Kits for Analysis of Polynucleotides

Confidential:
Transgenomic US Issued Patents 06.01.03

Pat #	Docket	Title
6,355,165	(P-454)	MIPC chromatographic apparatus with improved temperature control
6,342,161	(P-373)	Method for high resolution liquid chromatographic separation of double-stranded DNA
6,309,549	(P-400)	Polynucleotide separations on polymeric separation
6,287,822	(P-103)	Mutation detection method
6,265,168	(P-219)	Apparatus and method for separating and purifying polynucleotides
6,258,264	(P-324)	Non-polar media for polynucleotide separations
6,251,272	(P-268)	System and column for performing polynucleotide separations using liquid chromatography
6,218,153	(P-217)	Target DNA amplification by MIPC and PCR
6,210,885	(P-122)	Modifying double stranded DNA to enhance separations by matched ion polynucleotide chromatography
6,187,539	(P-134)	Analysis of nicked DNA by matched ion polynucleotide chromatography
6,177,559	(P-268)	Process for separation of polynucleotide fragments
6,174,441	(P-325)	Method for performing polynucleotide separations using liquid chromatography
6,156,206	(P-262)	Process for performing polynucleotide separations
6,136,195	(P-189)	MIPC column cleaning system and process
6,103,112	(P-187)	MIPC chromatographic apparatus with improved temperature control
6,074,880	(P-179)	Sample analyte containing solution fraction collection system, and method of use
6,066,258	(P-110)	Polynucleotide separations on polymeric separation media
6,056,877	(P-112)	Non-polar media for polynucleotide separations
6,030,527	(P-274)	Apparatus for performing polynucleotide separations using liquid chromatography

Transgenomic US Issued Patents 06.01.03

Pat #	Docket	Title
6,027,898	(P-108)	Chromatographic method for mutation detection using mutation site specifically acting enzymes and chemicals
6,024,878	(P-113)	Method for high resolution liquid chromatographic separation of polynucleotides
6,017,457	(P-099)	Method for performing polynucleotide separations using liquid chromatography
5,997,742	(P-070)	Method for performing polynucleotide separations using liquid chromatography
5,986,085	(P-089)	MIPC process for separation of polynucleotide fragments
5,815,276	(P-171)	Long-path absorbance-cell imaging system with decreased system element parameter change based sensitivity
5,772,889	(P-031)	System and method for performing nucleic acid separations using liquid chromatography
5,585,236	(P-016)	Nucleic Acid Separation on Non-porous Polymer Beads (Bonn)

Confidential:

Transgenomic Foreign Patents and Applications 06.01.03

PCT/US02/32042

METHODS AND COMPOSITIONS FOR MUTATION ANALYSIS OF POLYNUCLEOTIDES BY LIQUID CHROMATOGRAPHY (P-745)

PCT/US02/35409

METHODS, SYSTEMS & KITS FOR ANALYSIS OF POLYNUCLEOTIDES (P-749) (PC Intercalator) EP, JN

WO0195233
PCT/US01/17949

ANALYSIS OF DATA FROM LIQUID CHROMATOGRAPHIC SEPARATION OF DNA EP SN 01952141.8 (P-642 (718)) Mutation Calling

WO0146687
PCT/US00/29387

SYSTEM AND METHOD FOR AUTOMATED MATCHED ION POLYNUCLEOTIDE CHROMATOGRAPHY (WaveMaker Software)
EP 00973837.8 (P-698); JN 547543/01 (P-697); AU 12303/01 (P-722); CA 2,393,849 (P-723)

WO0183072
PCT/US00/11795

POLYNUCLEOTIDE SEPARATIONS ON POLYMERIC SEPARATION MEDIA (Polymeric Monolith)
EP SN 00931999.7 (P-676 (436?)); JP 579938/01 (P-677); AU SN 598671 (P-727); CA 2,395,101 (P-678)

WO0180965
PCT/US00/10798

MIPC COLUMN CLEANING SYSTEM AND PROCESS
EP 1278584 (P-708); JN 578056/01 (P-709)

WO0180964
PCT/US00/10470

MIPC CHROMATOGRAPHIC APPARATUS WITH IMPROVED TEMPERATURE CONTROL (Preheat)
EP 1278583 (P-695); JN 578055/01 (P-694)

WO0155713
PCT/US01/02539

METHOD AND APPARATUS FOR SEPARATING POLYNUCLEOTIDES USING MONOLITHIC CAPILLARY COLUMNS
EP 1235852 (P-721); JN 555803/01 (P-737)

WO0127331
PCT/US00/28441

DETECTION OF NUCLEIC ACID HETERODUPLEX MOLECULES BY ANION-EXCHANGE CHROMATOGRAPHY
EP 1226275 (P-700); JN 529461/01 (P-699);

WO9909203
PCT/US98/17062

CHROMATOGRAPHIC METHOD FOR MUTATION DETECTION USING MUTATION SITE SPECIFICALLY ACTING ENZYMES
EP 1017841 (P-383); JN 3345832 Issued (P-384); AU 744476 Issued (P-386);

TRADEMARK

REEL: 003365 FRAME: 0729

Confidential:

Transgenomic Foreign Patents and Applications 06.01.03

WO9919514

PCT/US98/21461

MODIFYING DOUBLE STRANDED DNA TO ENHANCE SEPARATIONS BY
MATCHED ION POLYNUCLEOTIDE CHROMATOGRAPHY
EP 1023463 (P-429); JN NO Filing; AU Issued 752932 (P-432); CA 2,309,760 (P-431)

WO9856797

PCT/US98/10122

SYSTEM AND METHOD FOR PERFORMING POLYNUCLEOTIDE SEPARATIONS
USING LIQUID CHROMATOGRAPHY
EP 1023306 (P-356); AU 731812 Issued (P-358);

WO9848914

PCT/US98/08293

IMPROVED LIQUID CHROMATOGRAPHIC MEDIA FOR POLYNUCLEOTIDE SEPARATION
EP 1027121 (P-330); JN 547179/98 (P-331); AU 725928 Issued (P-332); CA 2,285,307 (P-333)

WO9848913

PCT/US98/08293

POLYNUCLEOTIDE SEPARATIONS ON NONPOROUS POLYMER BEADS
EP SN 1017466 (P-326); JN 547222/98 (P-327); AU 740718 Issued (P-328); CA SN 2,286,350 (P-329)

WO9840395

PCT/US98/04875

BAND ARRAY DISPLAY OF POLYNUCLEOTIDE SEPARATIONS
EP 0984978 (P-311); JN 539803/98 (P-312); AU 746851 Issued (P-313); CA 2,284,164 (P-314)

WO9411305

PCT/US93/10975

SEPARATION OF NUCLEIC ACID FRAGMENTS (Gunter Bonn)
JN Issued 3395906(P-017); EP 0669897 (P-016):
AT, GR, IE, IT, LU, ML, NL, PT, SE, BE, CH, DE, DK, ES, FR, GB

In-licensed

Exhibit "C" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "C"
TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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Per Attached List

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Transgenomic Pending/Issued US Trademarks- 06.01.03

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Issued/Pending</u>
76325459		THE POWER OF DISCOVERY	Pending
76273516		WAVE NAVIGATOR	Pending
76088845		MUTATIONDISCOVERY.COM	Pending
75912738		DHPLC	Pending
75909962		RNASEP	Pending
76075948	2691413	OLIGOSEP	Issued
76434875	2700246	OPTIMASE	Issued
75324093	2482663	TRANSGENOMIC	Issued
75816400	2579455	WAVE OPTIMIZED	Issued
75816401	2528235	WAVEMAKER	Issued
75932196	2508988	TRANSGENOMIC	Issued
75786806	2511034	"GLOBE LOGO"	Issued
75348255	2276525	WAVE	Issued
75329490	2406598	TRANSFORMING THE WORLD	Issued
74711282	1985679	DNASEP	Issued

Exhibit "D" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
NONE				

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RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Transgenomic, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, June 17, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on July 21, 2003, Reel 2794, Frame 0615.

Dated: June 30, 2006

SILICON VALLEY BANK

By: Maribel Higareda
Name: Maribel Higareda
Title: Operations Supervisor