

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
Imago Scientific Instruments Corporation		09/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DRAPER ASSOCIATES, L.P.
Street Address:	2882 Sand Hill Road
Internal Address:	Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

Name:	DRAPER FISHER JURVETSON FUND VII, L.P.
Street Address:	2882 Sand Hill Road
Internal Address:	Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

Name:	DRAPER FISHER JURVETSON PARTNERS VII, LLC
Street Address:	2882 Sand Hill Road
Internal Address:	Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	PORTAGE VENTURE FUND, LP

CH \$165.00 2759409

Street Address:	One Northfield Plaza
Internal Address:	Suite 530
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

Name:	PORTAGE FOUNDERS, LP
Street Address:	One Northfield Plaza
Internal Address:	Suite 530
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

Name:	DFJ PORTAGE VENTURE FUND I
Street Address:	One Northfield Plaza
Internal Address:	Suite 530
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

Name:	CIPIO PARTNERS FUND III GMBH & CO. KG
Street Address:	Palais Am Lenbachplatz
Internal Address:	Ottostrasse 8
City:	Munich
State/Country:	GERMANY
Postal Code:	D-80333
Entity Type:	LIMITED PARTNERSHIP: GERMANY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2759409	IMAGO
Registration Number:	2845348	IMAGO SCIENTIFIC INSTRUMENTS
Registration Number:	2770250	LEAP
Registration Number:	2672271	NANOLYTICAL
Registration Number:	2767349	ONE ATOM AT A TIME
Registration Number:	3125190	EXTREME METROLOGY AT THE NANO-SCALE

TRADEMARK

REEL: 003469 FRAME: 0314

CORRESPONDENCE DATA

Fax Number: (650)838-4350
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-838-4300
Email: ppan@perkinscoie.com
Correspondent Name: Perkins Coie LLP
Address Line 1: 101 Jefferson Drive
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	39245-0001
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	James R. Hannah
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Signature:	/James R. Hannah/
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Date:	01/26/2007
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Total Attachments: 11
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NOTE AND WARRANT PURCHASE AGREEMENT

THIS NOTE AND WARRANT PURCHASE AGREEMENT (this "Agreement") is made as of September 29, 2006 (the "Effective Date"), by and among Imago Scientific Instruments Corporation, a Delaware corporation (the "Company"), and the investors on the Schedule of Lenders (the "Schedule of Lenders") attached as Schedule 1 hereto (each a "Lender," and collectively the "Lenders").

[Redacted]

[Redacted]

5. Grant of Security Interest.

(a) Grant. The Company hereby grants to each Lender a security interest, senior to any security interest hereafter granted by the Company, in collateral described in the following paragraph (the "Collateral") to secure payment of the Notes issued as of the date hereof and all obligations thereunder for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to the Company, would accrue on such obligations, whether or not a claim is allowed against the Company for such interest in the related bankruptcy proceeding), fees, charges, expenses, indemnities or otherwise, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly as a preference, fraudulent transfer or otherwise.

(b) Collateral. The collateral shall consist of all of the Company's properties, assets, Intellectual Property and rights of every kind and nature, whether now owned or hereafter acquired, whether now existing or hereafter arising, wherever located, and all proceeds and products thereof, including (without limiting the generality of the foregoing) all furniture, fixtures, equipment, raw materials, inventory, goods, accounts, general intangibles, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments (including certified securities), deposit accounts, uncertificated securities and tax refund claims. The Company also hereby agrees to not sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of its Intellectual Property. (as defined below). As used herein, "Intellectual Property" means all trademarks, trademark applications, trade names, copyrights, copyright applications, patents, patent application, rights to sue and recover for past infringement of trademarks and copyrights, computer programs, computer software, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Company possesses, uses or has authority to possess or use property (whether tangible or intangible) of the Company, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings and plans. The Company agrees to execute and file a UCC-1 for all Lenders within ten (10) days of the date of this Agreement and to execute and file any other documents reasonably necessary in a Lender's opinion to perfect this security interest. The Company also agrees to execute and file the necessary filings with the United States Patent and Trademark Office filings to secure the Lenders' lien on the Intellectual Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**IMAGO SCIENTIFIC INSTRUMENTS
CORPORATION**

By: _____

Name: Dr. Timothy J. Stultz

Title: Chief Executive Officer

Address: 5500 Nobel Drive
Madison, WI 53711

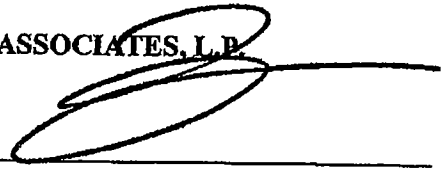
**SIGNATURE PAGE TO IMAGO SCIENTIFIC INSTRUMENTS CORPORATION
NOTE AND WARRANT PURCHASE AGREEMENT**

**TRADEMARK
REEL: 003469 FRAME: 0318**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

DRAPER ASSOCIATES, L.P.

By: 
Name: Timothy C. Draper
Title: General Partner

Address: Draper Fisher Jurvetson
2882 Sand Hill Road, Suite 150
Menlo Park, CA 94025

**SIGNATURE PAGE TO IMAGO SCIENTIFIC INSTRUMENTS CORPORATION
NOTE AND WARRANT PURCHASE AGREEMENT**

**TRADEMARK
REEL: 003469 FRAME: 0319**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

**DRAPER FISHER JURVETSON FUND VII,
L.P.**

By: _____

Name: John Fisher

Title: Managing Director

Address: Draper Fisher Jurvetson
2882 Sand Hill Road, Suite 150
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

**DRAPER FISHER JURVETSON PARTNERS
VII, LLC**

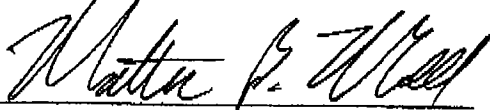
By: 
Name: John Fisher
Title: Managing Member

Address: Draper Fisher Jurvetson
2882 Sand Hill Road, Suite 150
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

PORTAGE VENTURE FUND, LP

By: 

Name: Matthew B. McCall

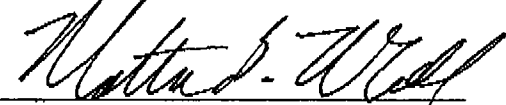
Title: Managing Director of Portage Venture Partners, LLC, the General Partner of Portage Venture Fund, L.P.

Address: One Northfield Plaza, Suite 530
Northfield, IL 60093

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

PORTAGE FOUNDERS, LP

By: 

Name: Matthew B. McCall

Title: Managing Director of Portage Venture Partners, LLC, the General Partner of Portage Founders, L.P.

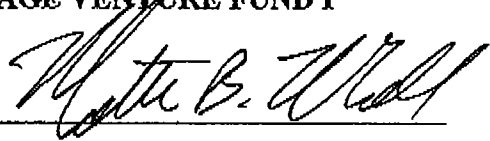
Address: One Northfield Plaza, Suite 530
Northfield, IL 60093

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

DFJ PORTAGE VENTURE FUND I

By: _____



Name: Matthew B. McCall

Its: Managing Director of DFJ Portage Venture

Partners, LLC, the General Partner of
DFJ Portage Venture Fund I

Address: One Northfield Plaza, Suite 530
Northfield, IL 60093

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

**CIPIO PARTNERS FUND III GMBH & CO.
KG**

By: _____



Name: Werner Dreesbach & Dr. Hans-Dictor Koch

Title: Managing Directors

Address: Cipro Partners Fund III GMBH
& Co. KG
Palais Am Lenbachplatz
Ottostrasse 8, D-80333
Munich, Germany

**SIGNATURE PAGE TO IMAGO SCIENTIFIC INSTRUMENTS CORPORATION
NOTE AND WARRANT PURCHASE AGREEMENT**

**TRADEMARK
REEL: 003469 FRAME: 0325**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INVESTOR:

CIPIO PARTNERS FUND III GMBH & CO.
KG

By: 

Name: Werner Dreesbach & Dr. Hans-Dieter Koch

Title: Managing Directors

Address: Cipro Partners Fund III GMBH
& Co. KG
Palais Am Lenbachplatz
Ottostrasse 8, D-80333
Munich, Germany

SIGNATURE PAGE TO IMAGO SCIENTIFIC INSTRUMENTS CORPORATION
NOTE AND WARRANT PURCHASE AGREEMENT