

04-27-2007

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼



103400140

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NANOSPHERE, INC.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 2/21/07

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc. &

Internal: Venture Lending & Leasing V, Inc.

Address: _____

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Maryland
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) 78/546455; 78/295046;
76/379383; 78/904170; 78/903678; 78/245832

B. Trademark Registration No.(s) _____

Additional number(s) attached ☐ Yes ☒ No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky Maloney & Share LLP
Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Signature

4/20/07

Date

04/26/2007 DBYRNE 00000009 78546455

Total number of pages including cover sheet, attachments, and document: 21

01 FC:8521
02 FC:852240.00 OP
125.00 OPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 003532 FRAME: 0616

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of February 21, 2007, by and between NANOSPHERE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A. Pursuant to (i) that certain Loan and Security Agreement dated as of February 7, 2007, between Grantor, as borrower, and VLL4, as lender, and (ii) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL5, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree 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 Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including, without limitation, those set forth on Exhibit "A" attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including, without limitation, the patents and patent applications set forth on Exhibit "B" attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, license, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, license, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, license, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

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

(a) Grantor is now the sole or joint owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including, but not limited to, any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) monitor infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements known to it of the Trademarks, Patents and Copyrights and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall diligently prosecute (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) Copyrights that have been filed with the United States Copyright Office; (ii) the Patents, and (iii) Trademarks that have been filed with the United States Patent and Trademark Office. Grantor shall apply for registration with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits "A," "B" and "C"), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party'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 interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any reasonable action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its reasonable discretion, this

Agreement subject to Grantor's consent which consent shall not be unreasonably withheld, by amending Exhibits "A," "B" and "C," hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

5. Counterparts. This 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.

6. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL4, on the one hand, and Grantor and VLL5, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL4 and VLL5. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL4 and VLL5, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL4 and VLL5, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL4 and/or VLL5 independently of one another. The security interests granted by Grantor to each of VLL4 and VLL5 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Page Follows]

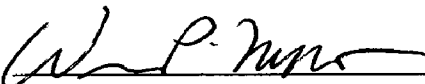
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

NANOSPHERE, INC.

4088 Commercial Avenue
Northbrook, IL 60062
Attn: Stephen G. Wasko, CFO

By: 

Name: William P. Moffitt

Its: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

VENTURE LENDING & LEASING V, INC.

By: _____

Name: _____

Its: _____

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

GRANTOR:

Address of Grantor:

NANOSPHERE, INC.

4088 Commercial Avenue
Northbrook, IL 60062
Attn: _____

By: _____

Name: _____


Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: 

Name: Ronald W. Swenson

Its: Chief Executive Officer

VENTURE LENDING & LEASING V, INC.

By: 

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT "A"

Copyrights

Description

Registration Number

Registration Date

NONE

01-801-B	Nanoparticle Imaging System and Method	Patent Cooperation Treaty	US02/24604	02-Aug-2002
01-801-C	Nanoparticle Imaging System and Method	USA	10/757780	15-Jan-2004
01-801-D	Nanoparticle Imaging System and Method	Australia	2002365247	02-Aug-2002
01-801-D1	Nanoparticle Imaging System And Method	Australia	2006209373	02-Aug-2002
01-801-D2	Nanoparticle Imaging System And Method	Australia	2006220414	02-Aug-2002
01-801-E	Nanoparticle Imaging System and Method	Canada	2455118	02-Aug-2002
01-801-F	Nanoparticle Imaging System and Method	European Patent Convention	02805501.0	02-Aug-2002
01-801-G	Nanoparticle Imaging System and Method	Japan	2003-554291	02-Aug-2002
01-801-H	Nanoparticle Imaging System and Method	New Zealand	531212	02-Aug-2002
01-801-I	Nanoparticle Imaging System and Method	Patent Cooperation Treaty	US05/01011	12-Jan-2005
01-801-I1	Nanoparticle Imaging System and Method	Australia	2005207570	12-Jan-2005
01-801-I2	Nanoparticle Imaging System and Method	Canada	2552344	12-Jan-2005
01-801-I3	Nanoparticle Imaging System and Method	China (Peoples Republic)	200580008360.5	12-Jan-2005
01-801-I4	Nanoparticle Imaging System and Method	European Patent Convention	05711389.6	12-Jan-2005
01-801-I5	Nanoparticle Imaging System and Method	Japan	tbd	12-Jan-2005
01-897-B	Method for Immobilizing Molecules onto Surfaces	USA	10/194138	12-Jul-2002
02-035-B	DNA Hybridization Device and Method	Patent Cooperation Treaty	US03/002486	27-Jan-2003
02-035-C	DNA Hybridization Device and Method	USA	10/352714	27-Jan-2003
02-035-D	Hybridization Device and Method	Australia	2003217261	28-Jul-2004
02-035-E	Hybridization Device and Method	Canada	2474020	27-Jan-2003
02-035-F	Hybridization Device and Method	European Patent Convention	03713303.0	27-Jan-2003
02-035-G	Hybridization Device and Method	Japan	2003-563726	28-Jul-2004
02-1227-A	Direct SNP Detection with Unamplified DNA	USA	10/735357	12-Dec-2003

02-1227-B	Direct SNP Detection with Unamplified Nucleic Acid Using Nanoparticle Probes	Patent Cooperation Treaty	US03/039836	12-Dec-2003
02-1227-C	Direct SNP Detection with Unamplified Nucleic Acid Using Nanoparticle Probes	Australia	2003302253	12-Dec-2003
02-1227-D	Direct SNP Detection with Unamplified Nucleic Acid Using Nanoparticle Probes	Canada	2508359	12-Dec-2003
02-1227-E	Direct SNP Detection with Unamplified Nucleic Acid Using Nanoparticle Probes	European Patent Convention	03810070.7	12-Dec-2003
02-1227-F	Direct SNP Detection with Unamplified Nucleic Acid Using Nanoparticle Probes	Japan	2004558222	12-Dec-2003
02-1227-G	Direct SNP Detection With Unamplified DNA	China (Peoples Republic)	2003801095333	12-Dec-2003
02-307-A	Electrical Detection of DNA Hybridization and Specific Binding Events	USA	10/437753	14-May-2003 ¹⁰
02-307-B	Microfabricated Electrode Array Chip For Electrical Detection Of DNA Hybridization	Patent Cooperation Treaty	US03/015498	14-May-2003
02-334-A	Method for Attachment of Silylated Molecules to Glass Surfaces	USA	10/447073	28-May-2003 ¹¹
02-334-B	Method for Preparing Substrates Having Immobilized Molecules and Substrates	USA	11/124609	06-May-2005 ¹²
02-334-C	Method for Preparing Substrates Having Immobilized Molecules and Substrates	Patent Cooperation Treaty	US05/16134	06-May-2005
02-334-D	Method for Preparing Substrates Having Immobilized Molecules and Substrates	Australia	2005241112	06-May-2005
02-334-E	Method for Preparing Substrates Having Immobilized Molecules and Substrates	Canada	tbd	06-May-2005
02-334-F	Method for Preparing Substrates Having Immobilized Molecules and Substrates	European Patent Convention	05742946.6	06-May-2005
02-334-G	Method for Preparing Substrates Having Immobilized Molecules and Substrates	Japan	tbd	06-May-2005
03-214-A	Label-Free Gene Expression Profiling With Universal Nanoparticle Probes In Microarray Assay Format	USA	10/789831	27-Feb-2004 ¹³
03-214-B	Label-Free Gene Expression Profiling With Universal Nanoparticle Probes In Microarray Assay Format	Patent Cooperation Treaty	US04/006273	27-Feb-2004
03-214-C	Label-Free Gene Expression Profiling With Universal Nanoparticle Probes In Microarray	European Patent	04775821.4	27-Feb-2004

	Assay Format	Convention		
03-214-D	Label-Free Gene Expression Profiling With Universal Nanoparticle Probes In Microarray Assay Format	Japan	2005518595	27-Feb-2004
03-466-C	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	USA	10/854848	27-May-2004 ¹⁶
03-466-D	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	Patent Cooperation Treaty	US04/016656	27-May-2004
03-466-E	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	USA	10/995051	22-Nov-2004 ¹⁵
03-466-F	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	Australia	2004258068	27-May-2004
03-466-G	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	Canada	2526049	27-May-2004
03-466-H	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	European Patent Convention	04785908.7	27-May-2004
03-466-I	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	Japan	2006-514979	27-May-2004
03-466-J	Method for Detecting Analytes Based on Evanescent Illumination and Scatter-Based Detection of Nanoparticle Probe Complexes	Patent Cooperation Treaty	US05/42326	21-Nov-2005
04-060-A	Aptamer-Nanoparticle Conjugates and Method of Use for Target Analyte Detection	USA	11/121165	03-May-2005 ¹⁶
04-060-B	Aptamer-Nanoparticle Conjugates and Methods of Use For Target Analyte Detection	Patent Cooperation Treaty	US05/016201	03-May-2005
04-060-C	Aptamer-Nanoparticle Conjugates and Methods of Use For Target Analyte Detection	Australia	2005245824	30-Oct-2006
04-060-D	Aptamer-Nanoparticle Conjugates and Methods of Use For Target Analyte Detection	Canada	tbd	03-May-2005
04-060-E	Aptamer-Nanoparticle Conjugates and Methods of Use For Target Analyte Detection	European Patent Convention	05779974.4	03-May-2005
04-060-F	Aptamer-Nanoparticle Conjugates and Methods of Use For Target Analyte Detection	Japan	tbd	03-May-2005
04-437-A	Method For Distinguishing Methicillin	USA	11/189546	26-Jul-2005 ¹⁷

Resistant S. Aureus From Methicillin Sensitive
S. Aureus In A Mixed Culture

04-437-B	Method For Distinguishing Methicillin Resistant S. Aureus From Methicillin Sensitive S. Aureus In A Mixed Culture	Patent Cooperation Treaty	US05/26578	26-Jul-2005
04-437-C	Method For Distinguishing Methicillin Resistant S. Aureus From Methicillin Sensitive S. Aureus In A Mixed Culture	Canada	TBD	26-Jul-2005
04-437-D	Method For Distinguishing Methicillin Resistant S. Aureus From Methicillin Sensitive S. Aureus In A Mixed Culture	European Patent Convention	tbd	26-Jul-2005
04-437-E	Method For Distinguishing Methicillin Resistant S. Aureus From Methicillin Sensitive S. Aureus In A Mixed Culture	Japan	tbd	26-Jul-2005
05-049-A	Method for Detecting a Target Analyte	USA	11/390962	28-Mar-2006
05-049-B	Methods To Reduce Background In Magnetic Bead Type Assays	Patent Cooperation Treaty	US06/11033	28-Mar-2006
05-345-A	Selective Isolation and Concentration of Nucleic Acids from Complex Samples	USA	11/473996	23-Jun-2006
05-345-B	Selective Isolation And Concentration Of Nucleic Acids From Complex Samples	Patent Cooperation Treaty	US06/24761	23-Jun-2006
05-411-B	Biobarcode Assays for Ultra High Sensitive Detection	USA	11/436069	17-May-2006
05-411-C	New Biobarcode Assays For Ultra High Sensitive Detection	Patent Cooperation Treaty	US06/19170	17-May-2006
05-442-A	Substrate Functionalization Method for High Sensitivity Applications	USA	11/436395	18-May-2006
05-442-B	Magnetic Bead Functionalization Methods For High Sensitivity Applications	Patent Cooperation Treaty	US06/19339	18-May-2006
05-539-A	Methods For Preparing Hybrid Substrates Comprising DNA And Antibodies And Uses Thereof	USA	11/506280	18-Aug-2006
05-539-B	Methods For Preparing Hybrid Substrates Comprising DNA And Antibodies And Uses Thereof	Patent Cooperation Treaty	US06/32301	18-Aug-2006
05-858	Non-nucleic Acid Based Biobarcode Assay for Detection of Biological Materials	USA	60/799539	11-May-2006
06-1005	Nanoparticle-Mediated Assay System for	USA	60/876037	20-Dec-2006

Rapid Genetic Identification Based on Str
Length Measurements

06-1009	Nanoparticle-based ultra-sensitive DNA/RNA detection using multiple captures per spot on DNA microarray	USA	tbd	21-Dec-2006	
06-373	Ultra-Sensitive Detection of Analytes	USA	60/819766	10-Jul-2006	2.1
06-373-A	Ultra-Sensitive Detection of Analytes	USA	11/643033	20-Dec-2006	2.6
06-944	Direct Detection Of Ligand-Antiligand Interactions By Nanoscale Switching	USA	60/841068	29-Aug-2006	2.7
06-944-A	Direct Detection of Ligand-Antiligand Interactions by Nanoscale Switching	USA	60/876035	20-Dec-2006	2.8
06-980	Ultra Sensitive Biomolecule Detection Using Doublestranded DNA Co-Loaded Gold Nanoparticles and Co-Immobilized Capture Molecules	USA	tbd	21-Dec-2006	
090483	Method of Preparing Nucleic Acids for Detection	USA	10/703,368	7-Nov-2003	2.9
090483	Method of Preparing Nucleic Acids for Detection	Australia	2004290369	4-Nov-2004	
090483	Method of Preparing Nucleic Acids for Detection	Canada	2,544,976	4-Nov-2004	
090483	Method of Preparing Nucleic Acids for Detection	Patent Cooperation Treaty	TBD	4-Nov-2004	
090483	Method of Preparing Nucleic Acids for Detection	Japan	2006-539673	4-Nov-2004	
096777	Disposable Sample Processing Module for Detecting Nucleic Acids	USA	10/982,292	5-Nov-2004	3.0
097626	Method of Denaturing and Fragmenting DNA or RNA Using Ultrasound	USA	11/491,565	24-Jul-2006	3.1
097625	System Using Disposable Self-Contained Processing Module for Detecting Nucleic Acids	USA	11/491,564	24-Jul-2006	3.2

B) Patents owned by Nanosphere Covered within Northwestern University license

Case Number	Title	Country	App # / Patent #	App Date / Patent Date
00-713-A	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	PCT	US97/12783	7/21/97
00-713-B1	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/923625 6,773,884	8/7/01 8/10/04
00-713-C	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/344667 6,361,944	6/26/99 3/26/02
00-713-D1	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Australia	87242/01 770,201	7/21/97 6/3/04
00-713-D2	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Australia	2004205147	8/19/04
00-713-E	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Canada	2262018	7/21/97
00-713-F	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	EPC	97938010.2	7/21/97
00-713-G	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Japan	10-508917	7/21/97
00-713-G1	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Japan	2004-035790	2/21/04
00-713-I	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/603830 6,506,564	6/26/00 1/14/03
00-713-I1	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/961949 6,582,921	9/20/01 6/24/03
00-713-I2	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/957318 6,759,199	9/20/01 7/26/04
00-713-I3	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/957313 6,645,721	10/20/01 11/11/03

00-713-I5	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/966312 6,673,548	9/28/01 1/6/04	3.4
00-713-I8	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/974007	10/10/01	3.7
00-713-I9	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/973638 6,878,814	10/10/01 4/12/05	4.1
00-713-I10	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/973788 6,720,411	10/10/01 4/13/04	4.5
00-713-I11	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/975062 6,677,122	10/11/01 1/13/04	4.9
00-713-I14	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/975498 6,861,221	10/11/01 3/1/05	5.4
00-713-I15	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/975059 6,828,432	10/11/01 12/7/04	5.5
00-713-I16	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976601 6,903,207	12/12/01 6/7/05	5.7
00-713-I17	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976968 6,818,753	10/12/01 11/16/04	5.8
00-713-I18	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976971 6,682,895	10/12/01 1/27/04	5.8
00-713-I19	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976863 6,986,989	10/12/01 1/17/06	5.9
00-713-I-20	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976577 6,720,147	10/12/01 4/13/04	6.0
00-713-I21	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976618 6,812,334	10/12/04 11/2/04	6.1
00-713-I22	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/981344 6,777,186	10/12/01 8/17/04	6.2

00-713-I24	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976617 6,730,269	10/12/01 5/4/04
00-713-I25	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/976378 6,969,761	10/12/01 11/29/05
00-713-J	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	PCT	US00/17507	6/26/00
00-713-M	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/693352 6,417,340	10/20/00 7/19/02

C) Patents jointly owned by Nanosphere and Northwestern University Covered within Northwestern University license

Case Number	Title	Country	App #/ Patent #	App Date/ Patent Date
00-713-I4	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/966491 6,610,491	9/28/01 8/26/03
00-713-I6	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/967409 6,740,491	9/28/01 5/25/04
00-713-I13	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/975384 7,098,320	10/11/01 8/29/06
00-713-I26	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	10/410324 6,962,786	4/9/03 11/8/05
00-713-L	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/693005 6,495,324	10/20/00 12/17/02
00-713-N	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Australia	56378/00 784,040	6/26/00 5/4/06
00-713-O	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Canada	2376623	6/26/00
00-713-P	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Japan	2001-506866	6/26/00
00-713-Q	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	EPC	00941713.0	6/26/00
00-715-A	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	09/760500 6,767,702	1/12/01 7/27/04
00-715-B	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	10/716829	11/18/03
00-715-C	Method of Attaching Oligonucleotides to Nanoparticles and Products Produced Thereby	PCT	US01/01190	1/12/01
00-715-D	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefor	Australia	32795/01 774,593	1/12/01 10/14/04
00-715-E	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefor	Canada	2396113	1/12/01

00-715-F	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefor	EPC	01904855.2	1/12/01
00-715-G	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefor	Japan	2001-551239	1/12/01
00-1085-A	Nanoparticles having Oligonucleotides Attached Thereto and Uses Therefore	USA	09/820279 6,750,016	3/28/01 6/15/04
00-1085-B	Method and Materials for Assaying Biological Materials	PCT	US01/010071	3/28/01
00-1085-D	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Canada	2402955	3/28/01
00-1085-E	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	EPC	01928332.4	3/28/01
00-1085-F	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Japan	2001-570836	3/28/01
00-1085-G	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	USA	10/640618	8/13/03
00-1085-H	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Australia	2006200261	3/28/01
00-1085-I	Nanoparticles Having Oligonucleotides Attached Thereto And Uses Therefore	Japan	2006-195313	7/18/06
00-1086-A	Method of Detection by Enhancement of Silver Staining	USA	09/903461 6,602,669	1/11/01 8/5/03
00-1086-B	Method of Detection by Enhancement of Silver Staining	PCT	US01/21846	7/11/01
00-1086-C	Method of Detection by Enhancement of Silver Staining	Australia	2001276870	11/2/06
00-1086-D	Method of Detection by Enhancement of Silver Staining	Canada	2415494	7/11/01
00-1086-E	Method of Detection by Enhancement of Silver Staining	EPC	01954641.5 1360318	7/11/01 4/26/06
00-1086-E1	Method of Detection by Enhancement of Silver Staining	Germany	01954641.5 1360318	7/11/01 4/26/06
00-1086-E2	Method of Detection by Enhancement of Silver Staining	France	01954641.5 1360318	7/11/01 4/26/06
00-1086-E3	Method of Detection by Enhancement of Silver Staining	UK	01954641.5 1360318	7/11/01 4/26/06
00-1086-F	Method of Detection by Enhancement of Silver Staining	Japan	2002-509534 3,605,607	7/11/01 10/8/04

00-1086-G	Method of Detection by Enhancement of Silver Staining	USA	10/633878	8/4/03	62
00-1272-C	Nanoparticles having Oligonucleotides Attached Thereto and Uses Therefore	USA	10/008978 6,984,491	12/7/01 1/10/06	67
00-1272-F	Nanoparticles Having Oligonucleotide Attached Thereto and Uses Therefore	USA	11/050983	2/4/05	68
03-666-E	Bio-Barcode Based Detection of Target Analytes	USA	10/877750	6/25/04	69
03-666-F	Bio-Barcode Based Detection of Target Analytes	PCT	US04/020493	6/25/04	
03-666-G	Bio-Barcode Based Detection of Target Analytes	USA	11/127808	5/12/05	70
03-666-H	Bio-Barcode Based Detection of Target Analytes	PCT	US05/16545	5/12/05	
03-666-I	Bio-Barcode Based Detection of Target Analytes	Australia	2004254367	12/30/05	
03-666-J	Bio-Barcode Based Detection of Target Analytes	Canada	2529898	6/25/04	
03-666-K	Bio-Barcode Based Detection of Target Analytes	China	200480024522.X	6/25/04	
03-666-L	Bio-Barcode Based Detection of Target Analytes	Europe	04756138.6	6/25/04	
03-666-N	Bio-Barcode Based Detection of Target Analytes	Japan	2006-517685	6/25/04	
03-666-O	Bio-Barcode Based Detection of Target Analytes	Australia	2005325273	11/10/06	
03-666-P	Bio-Barcode Based Detection of Target Analytes	Canada	TBA	5/12/05	
03-666-Q	Bio-Barcode Based Detection of Target Analytes	China	TBA	5/12/05	
03-666-R	Bio-Barcode Based Detection of Target Analytes	Europe	05856708.2	5/12/05	
03-666-S	Bio-Barcode Based Detection of Target Analytes	India	TBA	5/12/05	
03-666-T	Bio-Barcode Based Detection of Target Analytes	Japan	TBA	5/12/05	

EXHIBIT "C"

Trademarks

SEE ATTACHED

NANOSPHERE, INC. ACTIVE TRADEMARK LIST DATED JANUARY 24, 2007

Trademark	Country	Appl No.	Reg No.	Class	Next Renewal	Status
BIOBARCODE	United States of America	78/546,455		09 Int., 10 Int.		Pending
CLEARREAD	European Community	3.498.359	3.498.359	09 Int., 10 Int.	31-Oct-2013	Registered
CLEARREAD	United States of America	78/295,046		09 Int., 10 Int.		Published
MISC. DESIGN	United States of America	76/379,383	2825891	09 Int., 10 Int.	23-Mar-2014	Registered
NANOSPHERE	Canada	1195616				Published
NANOSPHERE	China (Peoples Republic)	92013169	3492602	10 Int.	06-Sep-2014	Registered
NANOSPHERE	China (Peoples Republic)	92013170	3492603	42 Int.	13-Feb-2015	Registered
NANOSPHERE	Hong Kong	3221/2003	300218899	10 Int.	03-Apr-2013	Registered
NANOSPHERE	Hong Kong	3222/2003	300218907	42 Int.	03-Apr-2013	Registered
NANOSPHERE	Japan	2003-018473	4780186	10 Int., 42 Int.	18-Jun-2014	Registered
NANOSPHERE	Korea, Republic of	2003-0000977	10998	10 Int., 42 Int.	03-Nov-2014	Registered
NANOSPHERE	Malaysia	2003/02655	3002655	10 Int.	11-Mar-2013	Registered
NANOSPHERE	Malaysia	2003/02656	3002656	42 Int.	11-Mar-2013	Registered
NANOSPHERE	Singapore	T030/02826A	T03/02826A	10 Int.	05-Mar-2013	Registered
NANOSPHERE	Singapore	T03/02827Z	T03/02827Z	42 Int.	05-Mar-2013	Registered
NANOSPHERE	Taiwan	92013169	1104151	10 Int.	01-Jun-2014	Registered
NANOSPHERE	Taiwan	92013170	193503	42 Int.	30-Nov-2013	Registered
						Published/ Welsh & Katz
RUGGID	United States of America	78/904,170		9 Int.		
						Published/ Welsh & Katz
VALID	United States of America	78/903,678		9 Int.		
VERIGENE	Canada	1176895		09 Int., 10 Int.		Published
VERIGENE	China (Peoples Republic)	3784185	3784185	09 Int.	06-Oct-2015	Registered
VERIGENE	China (Peoples Republic)	3784186	3784186	10 Int.	20-Nov-2015	Registered
VERIGENE	European Community	3.449.931	3.449.931	09 Int., 10 Int.	31-Oct-2013	Registered
VERIGENE	Hong Kong	300104949	300104949	09 Int., 10 Int.	03-Nov-2013	Registered
VERIGENE	Japan	2003-097175	4770337	09 Int., 10 Int.	14-May-2014	Registered
VERIGENE	Korea, Republic of	2003-0048480	612461	09 Int., 10 Int.	24-Mar-2015	Registered
VERIGENE	Malaysia	2003/15004		09 Int.		Published
VERIGENE	Malaysia	2003/15005		10 Int.		Published
VERIGENE	Singapore	T03/17768B	T03/17768B	09 Int.	05-May-2013	Registered
VERIGENE	Singapore	T03/17769J	T03/17769J	10 Int.	05-May-2013	Registered
VERIGENE	Taiwan	92064373	1106242	09 Int.	16-Jun-2014	Registered
VERIGENE	Taiwan	92064383	1106274	10 Int.	16-Jun-2014	Registered
VERIGENE	United States of America	78/245,832	2924979	09 Int., 10 Int.	08-Feb-2015	Registered

TRADEMARK

RECORDED: 04/24/2007

REEL: 003532 FRAME: 0636