

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
U.S. Genomics, Inc.		09/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2909578		
Registration Number:	2909577	U.S. GENOMICS	
Registration Number:	2993254	TRILOGY	
Serial Number:	77199072		
Serial Number:	78358064	GENEENGINE	
Serial Number:	78661972	DIGITAL DNA	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	7100800		

CH \$165.00 2909578

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	10/23/2007

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 28th day of September, 2007 by and between **U.S. GENOMICS, INC.**, a Delaware corporation, with offices at 12 Gill Street, Woburn, Massachusetts 01801 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of September 28, 2007, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 (as defined below), 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 Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral, including, without limitation, the following, in each case owned or acquired by Grantor, except to the extent any security interest hereunder would cause any application for a Trademark to be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all U.S. trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark (all of which shall collectively be called the "Intellectual Property Collateral"):

(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, registered or unregistered, 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 secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, 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 service mark rights, including slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the parts of the goodwill of the business of Grantor connected with the use of, 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) Except as otherwise provided in the Loan Agreement, 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, including, without limitation those set forth on **EXHIBIT E** attached hereto (collectively, the "Licenses"); and

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

(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 authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

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) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, 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 Lender of any material adverse 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, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its commercially reasonable efforts to detect

infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender 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 Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender'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 Lender 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 Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) 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 (b) for the perfection in the United States or the exercise by Lender of its rights and remedies hereunder;

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

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender 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 or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender 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 Lender 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 Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, 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 once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, 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 Lender, to perfect Lender'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 Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

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

(i) To modify, in its sole reasonable 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 reasonable discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral, unless prohibited 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 Loan Agreement; or any document from Grantor to Lender; or

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

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including

without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender 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 Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender 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 Lender as a result of or in any way arising out of, following or consequential to transactions between Lender 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 Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

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

13. 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.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN OR HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loan (provided, however, Lender shall use commercially reasonable efforts to obtain such prospective transferee's or purchaser's agreement to the terms of this provision); (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession (without any confidentiality obligation imposed by this Section 15) when disclosed to Lender, or becomes part of the public domain after disclosure to Lender (other than through disclosure by Lender); or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

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EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

12 Gill Street
Woburn, Massachusetts 01801

GRANTOR:

U.S. GENOMICS, INC.

By: John Canepa

Name: John Canepa

Title: Chief Executive Officer

SILICON VALLEY BANK

By: Mark Spaulding

Name: Mark Spaulding

Title: VP

Signature Page for Intellectual Property Security Agreement

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated September 28, 2007.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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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>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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None.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated September 28, 2007.

EXHIBIT "B"

PATENTS

Patents owned or licensed by U.S. Genomics, Inc. (excludes foreign equivalents)

Title	Patent No.	Issued	Inventors
Molecular Motors	US Patent 6,210,896	04/03/01	Chan
Methods and Analysis Using Spatial Network and Fluorophores for Fluorescence Energy Resonance Transfer	US Patent 6,263,286	07/17/01	Gilmanshin et al.
Methods and Products for Analyzing Polymers ***	US Patent 6,355,420	03/12/02	Chan
Methods of Analyzing Polymers Using Ordered Label Strategies	US Patent 6,403,311	06/11/02	Chan
Methods and Apparatuses for Stretching Polymers	US Patent 6,696,022	02/24/04	Chan et al.
Methods and Apparatuses for Characterization of Single Polymers	US Patent 6,762,059	07/13/04	Chan et al.
Methods of Analyzing Polymers Using a Spatial Network of Fluorophores and Fluorescence Resonance Energy Transfer	US Patent 6,772,070	08/03/04	Gilmanshin et al.
Optically Characterizing Polymers*****	US Patent 6,790,671	09/14/04	Austin et al.
Single Molecule Velocity Determination From Time of Flight	US Patent 6,927,065	08/09/05	Chan et al.
Microlithographic Array for Macromolecule and Cell Fractionation *	US Patent 5,837,115	11/17/98	Austin et al.
Microlithographic Array for Macromolecule and Cell Fractionation *	US Patent 5,427,663	06/27/95	Austin et al.

* Licensed from BTG, *** Licensed to Aviir, **** Jointly owned with Quest *****Jointly owned with Princeton University

Patent Applications Owned or Licensed by U.S. Genomics (Cont'd)

Title	Serial No.	Filed	Inventors
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Title	Serial No.	Filed	Inventors
Methods and Products for Analyzing Polymers ***	09/852,968	05/10/01	Chan
Differential Tagging of Polymers for High Resolution Linear Analysis	(60/322,981) 10/246,779	(09/18/01) 09/18/02	Chan et al.
Compositions and Methods Related to Two-Arm Nucleic Acid Probes	(60/374,749) 10/421,644	(04/23/02) 04/23/03	Gilmanshin et al.
Methods and Apparati Using Single Polymer Analysis ***	(60/383,968) 10/448264 (also claims priority to: 60/437,892; 60/441,334; & 60/441,337)	(05/28/02) 05/28/03 (01/03/03 01/20/03 01/21/03)	Zhao et al.
Methods and Compositions for Analyzing Polymers Using Chimeric Tags	(60/396,919) 10/622,076	(07/17/02) 07/17/03	Gilmanshin
Methods for Analyzing Polymer Populations	(60/442,175) 10/763,567	(01/23/03) 01/23/04	Gilmanshin et al.
Advanced Microfluidics	(60/461,851) 10/821,664	(04/10/03) 04/09/04	Fuchs et al.
Methods and Compositions Related to the Use of Sequence-Specific Endonucleases for Analyzing Nucleic Acids Under Non-Cleaving Conditions	(60/492,143) 10/898,712	(08/01/03) 07/23/04	Neely et al.
Quantum Dots and Methods of Use Thereof ***	(60/497,191) 10/924,146 11/634,412 (CON)	(08/21/03) 08/23/04 12/06/06	Gilmanshin
Biohazard Identification by Fluorescent Immunoassay and Single Molecule Detection ***	(60/514,455) 10/974,002	(10/24/03) 10/25/04	Larson
Methods and Compositions Relating to Single Reactive Center Reagents	(60/520,927) 10/991,964	(11/17/03) 11/17/04	Gilmanshin et al.
Detection and Quantification of Analytes in Solution Using Nucleic Acid Mapping	(60/536,157) 11/035,417	(01/13/04) 01/13/05	Gilmanshin
High Resolution Linear Analysis of Polymers	10/762,207	01/21/04	Nadel
Methods for Detection and Quantitation of Minimum Length Polymers ***	60/542,478 11/053,738	02/05/04 02/07/05	Rooke
Methods and Apparati Using Single Polymer Analysis ***	10/773,084	02/05/04	Zhao et al. (Issue Fee Paid 03/06/2007)
Methods and Apparatuses for Stretching Polymers	10/775,599	02/10/04	Chan et al.

Title	Serial No.	Filed	Inventors
Compositions and Methods for Detection of Single Molecules ***	(60/554,792) 11/087,095	(03/19/04) 03/21/05	Nalefski et al.
Sample preparation of DNA from Multiple Organisms Using a System Comprised of Fluidic Chambers	(60/587,526) 11/180,980 (also claims priority to: 60/648,547)	(07/13/04) 07/13/05 (01/31/05)	Lee et al.
Systems and Methods for Detecting and Analyzing Polymers	(60/603,760) 11/210,155 11/448,411 (DIV)	(08/23/04) 08/23/05 06/07/06	Fuchs et al.
Methods for Coincidence Detection Using Separated Laser Spots ***	(60/603,892) 11/210,111	(08/23/04) 08/23/05	Randall et al.
Systems and Methods for Measurement Optimization	(60/618,453) 11/250,179	(10/13/04) 10/13/05	Larson et al.
Methods for Isolation of Nucleic Acids from Prokaryotic Spores	(60/619,807) 11/253,051	(10/18/04) 10/18/05	Nilson et al.
Linear Analysis of Polymers	(60/630,902) 11/286,714	(11/24/04) 11/23/05	Nadel et al.
Methods and Compositions for Acquiring Information from Unstretched Polymer Conformations	(60/636,940) 11/311,696	(12/17/04) 12/19/05	Larson
Analyte Detection Using Barcoded Polymers	(60/656,869) 11/364,856	(02/25/05) 02/27/06	White et al.
Single Molecule miRNA-Based Disease Diagnostic Methods ***	(60/693,333) 11/474,067	06/23/05 06/23/06	Neely et al.
Methods and Compositions for Analysis of MicroRNA ***	(60/693,334) 11/474,088	(06/23/05) 06/23/06	Neely et al.
Diffusion Mediated Clean-Up of a Target Carrier Fluid	(60/700,689) 11/486,446	(07/18/05) 07/13/06	Yantz et al.
Microfluidic Methods and Apparatuses for Sample Preparation and Analysis	(60/700,480) 11/484,330	(07/18/05) 07/11/06	Yantz et al.
Chip-Based Methods and Compositions for the Detection of Analytes ***	(60/840,088) PCT	(08/25/06) 08/24/07	Harris et al.
Air Sampler	60/847,821	09/28/06	West et al.
Nucleic Acid Size Detection Method ****	11/544,293	10/05/06	Huang et al.
A Fluidic Reaction Chamber and Methods for Sample Manipulation	60/879,148	01/08/07	Patil et al.

Title	Serial No.	Filed	Inventors
Butanol Concentrator	60/881,030	01/18/07	Larson
Methods and Apparati using Single Polymer Analysis	11/725,596	3/19/07	Zhao et al.
Analyte Detection using Barcoded Polymers	US2007/005070	2/26/07	White et al.
Methods for Diagnosis of Invasive Cancer	60/926,048	4/24/07	Neely et al.
Methods for Diagnosis of Invasive Cancer	60/927,254	05/02/07	Neely et al.
Device and Method for Driving Microflows by Electrowetting	60/931,098	05/21/07	Larson
Method for Accelerating Multiplexed Assays	60/931,302	05/22/07	Harris
Measurement Optimization Using Microlens	11/772,961 (Con of 11/250,179)	07/03/07	Larson et al.
System and Method for Transferring and/or Concentrating a Sample	60/959,302	07/12/07	Larson et al.

* Licensed from BTG, *** Licensed to Aviir, **** Jointly owned with Quest

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated September 28, 2007.

EXHIBIT "C"

TRADEMARKS

Trademark	Type	PTO Status/Reg. No.
Keyhole Logo	Use Based	Reg. No. 2909578
U.S. Genomics with Logo	Use Based	Reg. No. 2909577
Trilogy	Use Based	Reg. No. 2993254
Keyhole Fiducial	Intent to Use	Pending; ser no. 77/199072
GeneEngine	Intent to Use	Allowed; ser no. 78/358064
Digital DNA	Intent to Use	Pending; ser no. 78/661972

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated September 28, 2007.

EXHIBIT "D"

MASK WORKS

MASK WORK

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated September 28, 2007.

EXHIBIT "E"

LICENSES

Out-Licensing of Company Intellectual Property

On October 27, 2006, the Company executed an exclusive license to Quest Diagnostics of its rights under U.S. patent application "Nucleic Acid Size Detection Method", application serial number 11/544,293, as filed on October 19, 2006.

In-Licensing of Company Intellectual Property

January 31, 2002 license (amended September 6, 2006) with BTG International granting the Company a semi-exclusive license to U.S. Patents Nos. 5,427,663 and 5,837,115.

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