

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
MONOGRAM BIOSCIENCES, INC.		09/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES, INC.
Street Address:	222 NORTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78773874	PHENOSENSE ENTRY
Serial Number:	78927984	TROFILE
Serial Number:	78647381	THE MARK OF INDIVIDUALIZED MEDICINE
Serial Number:	78647388	MONOGRAM BIOSCIENCES
Serial Number:	78629874	MONOGRAM
Serial Number:	78927990	TROPOTYPE
Serial Number:	77176734	HERMARK
Serial Number:	77176743	VERATAG
Serial Number:	76515714	PHENOSCREEN
Registration Number:	2667211	PHENOSENSE GT
Registration Number:	2496653	PHENOSENSE
Registration Number:	2471981	GENESEQ

CORRESPONDENCE DATA

900095916

TRADEMARK
REEL: 003692 FRAME: 0419

OP \$315.00 78773874

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

037807.000005

NAME OF SUBMITTER:

Michael J. Brignati, Ph.D.

Signature:

/Michael J. Brignati 60,890/

Date:

01/08/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of September, 2006 by Monogram Biosciences, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") (i) providing for the extensions of credit to be made to Grantor by Lenders, and (ii) pursuant to which Grantor has granted to Grantee, for the benefit of Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under certain now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing ("Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) all Intellectual Property (as defined in the Credit Agreement) used or held for use in connection with the Oncology Testing Business, including without limitation, the Trademarks listed on Schedule 1; provided, however, notwithstanding the foregoing, the Trademark Collateral shall not include any of the Intellectual Property described herein which is used or held for use in connection with the HIV Testing Business; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


3. The Intellectual Property listed in Schedule 1 includes all of Grantor's registered Trademarks which are not used or held for use in connection with the HIV Testing Business.

Notwithstanding the foregoing or anything to the contrary contained herein, the Trademark Collateral shall not include (i) trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations, whether in the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or the European Union, or any political subdivision (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) and all goodwill associated therewith, and any renewals thereof, including, without limitation, (a) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements or dilutions thereof), and (c) all other rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers, in each case, used or held for use in connection with the HIV Testing Business.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MONOGRAM BIOSCIENCES, INC.

By: 
Its: CHAIRMAN AND CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____

[Signature Page to Trademark Security Agreement]

SEP-28-2006 11:38

MERRILL LYNCH CAPITAL

3819872205 P.06

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MONOGRAM BIOSCIENCES, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: WML
Its: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003692 FRAME: 0424

SCHEDULE 1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
PHENOSENSE ENTRY (Pending)	78773874	12/15/2005	
TROFILE (Pending)	78927984	07/12/2006	
THE MARK OF INDIVIDUALIZED MEDICINE (Pending)	78647381	06/09/2005	
MONOGRAM BIOSCIENCES (Pending)	78647388	06/09/2005	
MONOGRAM (Pending)	78629874	05/13/2005	
TROPOTYPE (Pending)	78927990	07/12/2006	
HERMARK (Pending)	77176734	05/09/2007	
VERATAG (Pending)	77176743	05/09/2007	
PHENOSCREEN (Pending)	76515714	05/21/2003	
PHENOSENSE GT (Registered)	2667211	12/24/2002	
PHENOSENSE (Registered)	2496653	10/09/2001	
GENESEQ (Registered)	2471981	07/24/2001	
PHENOSENSE TROPISM (Abandoned)	78773876	12/15/2005	