

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
ALPHA INNOTECH CORP.		05/09/2008	CORPORATION: DELAWARE
ALPHA INNOTECH CORPORATION		05/09/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	AGILITY CAPITAL, LLC
Street Address:	226 E. Canon Perdido Street
Internal Address:	Suite F
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	MONTAGE CAPITAL, LLC
Street Address:	c/o 226 E. Canon Perdido Street
Internal Address:	Suite F
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2899329	ALPHA INNOTECH
Registration Number:	2647340	ALPHAARRAY
Registration Number:	2094581	ALPHAEASE
Registration Number:	2946216	ALPHADIGIDOC
Registration Number:	2101046	ALPHAIMAGER

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Registration Number:	3073380	ALPHAPART11EASE
Registration Number:	3024798	ALPHAQUANT
Registration Number:	3090246	ALPHASCAN
Registration Number:	2647341	ARRAYEASE
Registration Number:	2955090	CHEMIGLOW
Registration Number:	2618323	CHEMIIMAGER
Registration Number:	3267757	CHROMALIGHT
Registration Number:	2959824	FLUORCHEM
Registration Number:	2946067	01011010 AGTC
Registration Number:	2618324	MULTIIMAGE
Registration Number:	2716583	NOVARAY
Registration Number:	2735044	XTRA AMP
Registration Number:	2834723	XTRA BIND
Registration Number:	2655426	XTRANA
Serial Number:	77186144	ALPHA VIEW
Serial Number:	77114122	SPECTRAPLEX

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305948-136 ALPHA INNOTECH
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/09/2008

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 9, 2008 by and among Agility Capital, LLC and Montage Capital, LLC (collectively, "Lender") and Alpha Innotech Corp., a Delaware corporation and Alpha Innotech Corporation, a California corporation (each a "Grantor" and collectively, "Grantors").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantors (as amended from time to time, the "Loan Agreement") dated as of May 9, 2008. Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired. Capitalized terms used herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

2401 Merced Street
San Leandro, CA 94577
Attn:

ALPHA INNOTECH CORP.
(a Delaware corporation)

By: [Signature]

Title: CEO

ALPHA INNOTECH CORPORATION
(a California corporation)

By: [Signature]

Title: CEO

Address of Lender:

c/o 226 E. Canon Perdido Street, Suite F
Santa Barbara, CA 93101

AGILITY CAPITAL, LLC

By: [Signature]

Title: MANAGING DIRECTOR

MONTAGE CAPITAL, LLC

By: [Signature]

Title: MANAGING PARTNER

EXHIBIT A

Copyrights

709380 v2/HN

TRADEMARK
REEL: 003774 FRAME: 0951

EXHIBIT B

Patents.

Description	Serial / Patent Number	Application / Issue Date
Biochip detection system (reg)	09/140,164	08/26/98
	6,271,042	08/07/01
Optical analysis systems 1 (paired lenses) (reg)	10/758,140	01/15/04
	6,995,901	02/07/06

EXHIBIT C

Trademarks

Description	Serial / Registration Number	Application / Registration Date
ALPHA INNOTECH	2,899,329	11/02/04
ALPHAARRAY	2,647,340	11/05/02
ALPHAEASE	2,094,581	09/09/97
APHADIGIDOC	2,946,216	05/03/05
ALPHAIMAGER	2,101,046	09/30/97
ALPHAPART11EASE	3,073,380	03/28/06
ALPHAQUANT	3,024,798	12/06/05
ALPHASCAN	3,090,246	05/09/06
ARRAYEASE	2,647,341	11/05/02
CHEMIGLOW	2,955,090	05/24/05
CHEMIMAGER	2,618,323	09/10/02
CHOMALIGHT	3,267,757	07/24/07
FLUORCHEM	2,959,824	06/07/05
HELIX DESIGN	2,946,067	05/03/05
MULTIIMAGE	2,618,324	09/10/02
NOVARAY	2,716,583	05/13/03
XTRA AMP	2,735,044	07/08/03
XTRA BIND	2,834,723	04/20/04
XTRANA	2,655,426	12/03/02
ALPHA VIEW	77/186,144	05/21/07
SPECTRAPLEX	77/114,122	02/22/07

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