

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address (es) below.

1. Name of conveying party(ies):
ARCXIS BIOTECHNOLOGIES
6920 Knoll Center Parkway, Suite 215
Pleasanton CA 94566

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: SILICON VALLEY BANK

Internal Address
Street Address: 3003 Tasman Drive

City: Santa Clara,
State: CA
Country: United States
Zip: 95054

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): August 20, 2008
Assignment, Merger, Security Agreement, Change of Name, Other

- Association, General Partnership, Limited Partnership, Corporation, Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)
77-152586 77-329278
77-152602
77-152592
77-152599

B. Trademark Registration No.(s)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheets attached? Yes No

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

Name: UCC Direct Services
Internal Address: Attn: 14080632
Street Address: 187 Wolf Road, Suite 101
City: Albany State: NY ZIP: 12205
Phone Number: 1-800-342-3676 X 4065
Fax Number: 1-800-962-7049
Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 140.00
Authorized to be charged by credit card
Authorized to be charged to deposit account
Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature

Susan O'Brien (handwritten signature)

8/22/08 (handwritten date)

Signature

Date

Susan O'Brien
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148

700382168

Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

REEL: 003840 FRAME: 0838

OP \$140.00 77152586

INTELLECTUAL PROPERTY SECURITY AGREEMENT

AUGUST 20, 2008

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ARCXIS BIOTECHNOLOGIES ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loan") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Bank's security interest in Grantor's intellectual property and this Intellectual Property Security Agreement shall be automatically terminated and released upon the occurrence of the Release Event (as defined in the Loan Agreement) and Bank shall thereupon promptly take all action necessary, at Grantor's expense, to (i) release any filings made with the US Patent and Trademark Office and the US Copyright Office with respect to Grantor's intellectual property, and (ii) file an amendment with the California Secretary of State's Office on form UCC-3 to reflect the release of Bank's security interest in such intellectual property.

TRADEMARK

REEL: 003840 FRAME: 0839

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

Address of Grantor:

5920 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

Attn: Christine Meda

GRANTOR:

ARCXIS BIOTECHNOLOGIES

By: 

Title: President, CEO

Address of Bank:

185 Berry Street, Suite 300
San Francisco, CA 94107

Attn: Lindsay Schwelle

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

Address of Grantor:

6920 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

Attn: Christine Meda

GRANTOR:

ARCXIS BIOTECHNOLOGIES

By: _____

Title: _____

Address of Bank:

185 Berry Street, Suite 300
San Francisco, CA 94107

Attn: Lindsay Schwallie

BANK:

SILICON VALLEY BANK

By:  _____

Title: Senior Relationship Manager

EFFECTIVE AUGUST 20, 2008

EXHIBIT A

Copyrights

<i>Description</i>	<i>Registration/ Application Number</i>	<i>Registration/ Application Date</i>
none		

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
SD-8366/S-98664: "Edge Compression Manifold Apparatus." Inventor: Ronald F. Renzi. Class Waiver granted 08/16/02. Patent No. 6832787 issued 12/21/04.	6832787	8/16/2002
"Porous polymer media" Inventor: Timothy J. Shepodd. Patent No. 6,472,443 issued October 29, 2002	6,472,443	8/22/2000
SD-8524.0/ORD//S-104406: "Microfluidic Microarray Systems and Methods Thereof." Inventor(s): Gary A Hux, Jason A. a West, Kyle W Hukari. Application No. 10/948,920, filed 9/22/2004. Class Waiver granted 5/21/2004.	20060063160	9/22/2004
SD-8365/S-98663: "Capillary Interconnect Device." Inventor: Ronald F. Renzi. Class Waiver granted 07/26/02. Patent Application No. 10/350,541 filed 01/24/03.	10/350,541	1/24/2003
SD 8541 "A Sample Preparation Device for Integrated Lyses, Labeling and Analysis of Robust Bacteria, Bacterial Spores, and Viruses" inventors - Jason A.A. West, Kyle Hukari, Ken Patel	PCT2005034045 US80/612,969	9/24/2004
SD-8433.0/ORD//S-100426: "Microfluidic Integrated Microarrays for "Biological Detection." Inventor(s): Boyd J Wiedenman, Jason A. A West, Ronald F. Renzi, Stewart K Griffiths, Timothy J Shepodd. Application No. 10/701, 097, filed 11/4/2003. Class Waiver granted 9/3/2003.	2005034048	11/4/2003
SD-8538.0/S-104450: "High Density Specific Location Microarray Spotting Software." Inventor(s): Jason A. A West, Kyle W. Hukari. Class Waiver g granted 5/27/2004.	SD-8538.0/S-104450	
Apparatus and method for carrying out chemical or biological processes (lysing apperatus). Hukari, West (2006) Patent Pending -Arcxls	Pending	3/24/2006
Biomolecular assays utilizing cooperativity between assay components to enhance performance (CPA assay) Satterfield, West (2006) Patent Pending -Arcxls	60789267	
•An integrated platform for rapid sample to answer genomic analysis (BioPhalanx) Hukari, West (2006) Patent filed May 18th -Arcxis	pending	5/16/2008
•An integrated platform for rapid sample to answer genomic analysis (BioPhalanx) Hukari, West (2006) Patent filed May 16th -Arcxis	pending	5/17/2006
DISPOSABLE SAMPLE PREPARATION CARDS, METHODS, AND SYSTEMS THEREOF	60829079	10/11/2006
Systems and methods for effecting a physical change in a biological sample	402656	4/11/2006
Selection of Aptamers based on Geometry	959435	12/18/2007

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EXHIBIT C

Trademarks

<i>Description</i>	<i>Registration/ Application Number</i>	<i>Registration/ Application Date</i>
Arcxis Biotechnologies	77-152586	pending
Lysix	77-152602	Allowed: 6-17-2008
Tentacle Probes	77-152592	Allowed: 6-17-2008
Arcxis Biotechnologies	77-152599	pending

? e co=Arcxis Biotechnologies

Ref	Items	Index-term
E1	1	CO=ARCWELDER FILMS, LTD.
E2	5	CO=ARCXIS
E3	5	*CO=ARCXIS BIOTECHNOLOGIES
E4	118	CO=ARCY
E5	1	CO=ARCY DE MEXICO, S.A.
E6	1	CO=ARCY HOLDING CORPORATION
E7	1	CO=ARCY PLASTIC LAMINATES, INC.
E8	1	CO=ARCY PROFESSIONAL INVESTIGATIONS, INC.
E9	1	CO=ARCYLANE
E10	1	CO=ARCYLIC

Enter P or PAGE for more
? s e2-e3

	5	CO=ARCXIS
	5	CO=ARCXIS BIOTECHNOLOGIES
s1	5	E2-E3

? t 1/5/all

Dialog eLink: Order File History

1/5/1

DIALOG(R)File 226: TRADEMARKSCAN(R)-US Fed
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07329278 * TRADEMARK IMAGE AVAILABLE *

LYSIX MPC Block Letters

INTL CLASS: 9 (Electrical & Scientific Apparatus)

STATUS: PENDING; Non-Final Action - Mailed; Intent to Use -
Application; Intent To Use - Current

USPTO STATUS: Non-Final Action - Mailed - March 11, 2008

GOODS/SERVICES: (INT. CL. 9) BIOCHEMICAL SAMPLE PURIFICATION
CARDS

SERIAL NO.: 77-329,278

FILED: November 14, 2007

ORIGINAL APPLICANT: ARCXIS BIOTECHNOLOGIES (CALIFORNIA
Corporation), SUITE 215, 6920 KOLL CENTER PARKWAY,

PLEASANTON,

CA (California), 94566

FILING CORRESPONDENT: CAROLE E. DENATALE, WOODCOCK WASHBURN

LLP,

2929 ARCH ST STE 900, PHILADELPHIA, PA 19104-2891

HISTORY: March 11, 2008 NOTIFICATION OF NON-FINAL ACTION E-

MAILED

March 11, 2008 NON-FINAL ACTION E-MAILED

March 11, 2008 NON-FINAL ACTION WRITTEN

February 28, 2008 ASSIGNED TO EXAMINER

November 19, 2007 NEW APPLICATION ENTERED IN TRAM

*Not on
Borrowell's
List of
Trademarks?*

TRADEMARK

REEL: 003840 FRAME: 0845

Dialog eLink: Order File History

1/5/3

DIALOG(R)File 226: TRADEMARKSCAN(R)-US Fed

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07152599 * TRADEMARK IMAGE AVAILABLE *

ARCXIS BIOTECHNOLOGIES Block Letters

INTL CLASS: 1 (Chemicals)

5 (Pharmaceuticals)

9 (Electrical & Scientific Apparatus)

STATUS: PENDING; Final Refusal - Mailed; Intent to Use -

Application; Intent To Use - Current

USPTO STATUS: Final Refusal - Mailed - February 5, 2008

GOODS/SERVICES: (INT. CL. 1) DIAGNOSTIC REAGENTS, BIOLOGICAL

SAMPLES AND ASSAYS AND GENETIC MATERIAL FOR MEDICAL

LABORATORY

AND SCIENTIFIC RESEARCH USE (INT. CL. 5) DIAGNOSTIC

REAGENTS,

BIOLOGICAL SAMPLES AND ASSAYS AND GENETIC MATERIAL FOR

CLINICAL

AND MEDICAL USE (INT. CL. 9) BIOLOGICAL TESTING AND READING

APPARATUS FOR PROCESSING AND DETECTING BIOLOGICAL AND

BIOCHEMICAL SAMPLES IN THE NATURE OF NUCLEIC ACIDS AND

PROTEINS

FOR MEDICAL LABORATORY, SCIENTIFIC RESEARCH AND DIAGNOSTIC

USE

SERIAL NO.: 77-152,599

FILED: April 10, 2007

ORIGINAL APPLICANT: ARCXIS BIOTECHNOLOGIES (CALIFORNIA

Corporation), SUITE 215, 6920 KOLL CENTER PARKWAY,

PLEASANTON,

CA (California), 94566

FILING CORRESPONDENT: CAROLE E. DENATALE, WOODCOCK WASHBURN

LLP,

2929 ARCH ST STE 900, PHILADELPHIA, PA 19104-2891

DISCLAIMS: BIOTECHNOLOGIES

HISTORY: August 5, 2008 TEAS/EMAIL CORRESPONDENCE ENTERED

August 5, 2008 CORRESPONDENCE RECEIVED IN LAW OFFICE

August 5, 2008 TEAS REQUEST FOR RECONSIDERATION RECEIVED

February 5, 2008 NOTIFICATION OF FINAL REFUSAL EMAILED

February 5, 2008 FINAL REFUSAL E-MAILED

February 5, 2008 FINAL REFUSAL WRITTEN

January 15, 2008 TEAS/EMAIL CORRESPONDENCE ENTERED

January 15, 2008 CORRESPONDENCE RECEIVED IN LAW OFFICE

January 15, 2008 TEAS RESPONSE TO OFFICE ACTION RECEIVED

August 1, 2007 NOTIFICATION OF NON-FINAL ACTION E-MAILED

August 1, 2007 NON-FINAL ACTION E-MAILED

August 1, 2007 NON-FINAL ACTION WRITTEN

July 24, 2007 ASSIGNED TO EXAMINER

April 13, 2007 NEW APPLICATION ENTERED IN TRAM

*not on
Borrowers
List of
Trademarks?*

TRADEMARK

REEL: 003840 FRAME: 0846

EXHIBIT D

Mask Works

<i>Description</i>	<i>Registration/ Application Number</i>	<i>Registration/ Application Date</i>
none		