

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
Sorenson Biosciene, Inc.		11/26/2008	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	NSS Capital Funding, LLC
Street Address:	33210 Central Avenue
City:	Union City
State/Country:	CALIFORNIA
Postal Code:	94587
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	76690751	ONETOUCH
Serial Number:	76690749	E.DEK
Serial Number:	76638476	MµITI
Serial Number:	76638530	MULTIMAX
Registration Number:	3057007	AVANTGUARD
Registration Number:	3057008	AVANT
Registration Number:	2873745	ULTRAAMP
Registration Number:	2371468	PRISMPETTE
Registration Number:	2588712	PRISMSTRIP
Registration Number:	2231128	QUIKSHOT
Registration Number:	1859135	BIOTIP
Registration Number:	1510833	LUBE TUBE
Registration Number:	1510834	MULTI-LUBE TUBE
Registration Number:	1478412	MULTI-FLEX

CH \$365.00 76690751

CORRESPONDENCE DATA

Fax Number: (612)371-3207
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612 371 3211
Email: tmg@lindquist.com
Correspondent Name: LINDQUIST & VENNUM P.L.L.P.
Address Line 1: 80 South Eighth Street, 4200 IDS Center
Address Line 2: Connie Heikkila
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	514902.0002
NAME OF SUBMITTER:	CONNIE R. HEIKKILA
Signature:	/connierheikkila/
Date:	12/04/2008

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**") is made as of November 26, 2008, by and between **SORENSEN BIOSCIENCE, INC.**, a Utah corporation ("**Grantor**"), and NSS Capital Funding, LLC, a Delaware limited liability company, as agent on behalf of the Purchasers (as defined in the Note Purchase Agreement) (in such capacity, "**Secured Party**").

RECITALS

A. Grantor desires to issue certain notes and Purchasers have agreed to purchase from Grantor certain notes pursuant to the terms of that certain Note Purchase Agreement, dated as of November 26, 2008 (the "**Note Purchase Agreement**"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Note Purchase Agreement).

B. In order to induce Secured Party to enter into the Note Purchase Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, 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 to Secured Party, 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 (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 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 secrets, 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 servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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**");

(f) 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;

(g) 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;

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

(i) 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.

(j) Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in or under, any license, contract, permit, instrument, or franchise to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would be prohibited under the terms of such license, contract, permit, instrument, or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable Law (including the Bankruptcy Code) or principles of equity); provided that, immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral. In all material respects, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, in any material respect;

(c) During the term of this 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 Agreement and Permitted Liens;

(d) Each of the Patents is valid and enforceable in all material respects, no material part of the Intellectual Property Collateral has been judged invalid or unenforceable, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party except to the extent that could not reasonably be expected to have a Material Adverse Effect.

(e) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office, as applicable, those intellectual property rights listed on Exhibits A and B hereto within thirty (30) days of the date of this Agreement.

(f) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any;

(g) Grantor shall (i) give Secured Party not less than ten (10) days prior written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing;

(h) 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 Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(j) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, in all material respects; and (ii) promptly advise Secured Party in writing of material infringements detected.

(k) Secured Party may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 3, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 3 to take but which Grantor fails to take within fifteen (15) days of notice thereof to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(l) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, 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 Note Purchase Agreement upon making the filings referred to in clause (i) above, subject to Permitted Liens;

(m) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, 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 (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(n) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(o) 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; and

(p) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party 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 Secured Party 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.

6. 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 requested

Secured Party, to perfect Secured Party's security interest in all federally registered 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 Intellectual Property 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 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 sole discretion, this Agreement without first obtaining Grantor's approval or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, 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 sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property 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 Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the Utah Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Transaction Documents; or

(b) Grantor breaches any warranty in any material respect, or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Utah Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party 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 Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. 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.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

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

13. 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.

14. Utah Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Utah, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Utah. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. Subordination Agreement. THE OBLIGATIONS EVIDENCED HEREBY ARISING IN CONNECTION WITH THE NOTE PURCHASE AGREEMENT ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS NOVEMBER 26, 2008 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**SUBORDINATION AGREEMENT**"), AMONG SECURED PARTY, GRANTOR AND SENIOR LENDER, TO THE OBLIGATIONS OWED BY GRANTOR AND HOLDINGS UNDER AND PURSUANT TO THE SENIOR LOAN AGREEMENT AND EACH RELATED SENIOR DEBT DOCUMENT, AND EACH PARTY HERETO, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

[Remainder of page intentionally left blank.]

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

GRANTOR:

Address of Grantor:

6507 South 400 West
Murray, UT 84107
Fax: (801) 262-0433

With a copies to

America Capital, Ltd.
11755 Wilshire Blvd.
Los Angeles, California 90025
Attn: Brian Martin
Facsimile: (310) 806-6299

and

America Capital, Ltd.
2 Bethesda Metro Center, 14th Floor
Bethesda, Maryland 20814
Attn: General Counsel
Facsimile: (301) 654-6714.

Address of Secured Party:

33210 Central Avenue
Union City, California 94587
Attn: Hemant Gupta
Fax: (510) 494-0700

SORENSEN BIOSCIENCE, INC.

By: 

Name: Amit Bansal
Title: Vice President and Assistant Secretary

SECURED PARTY:

NSS CAPITAL FUNDING, LLC

By: 

Name: Hemant Gupta
Title: manager

{Signature Page to IP Security Agreement}

EXHIBIT A

United States Copyrights

None.

Foreign Copyrights

None.

EXHIBIT B

United States Patents

Title	App. No.	Reg. No.	Filing Date	Date Granted
Multi-component pipette tip and associated methods	11/862840	n/a	9/27/07	n/a
Micropipette tip strip and method	08/935469	6103198	9/24/97	8/15/2000
Filtered micropipette tip for high-low volume pipettors	08/239477	5496523	5/6/94	3/5/1996
Multi-well microcentrifuge tube	29/094608	D 439673	10/6/98	3/27/2001
Bench Top pipette tip loader	08/152,321	5426911	11/12/1993	6/27/1995

Foreign Patents

Patent Number	Issue Date	Title	Jurisdiction
PCT/US95 05563	Filed: 05/04/1995	Filtered Micropipette Tip for High/Low Volume Pipettors	PCT
Ser. No.: PCT/US2007/020885	09/28/2007	Multi-Component Pipette Tip and Associated Methods (aka Two Part Molded Pipette Tip)	PCT
Ser. No.: PCT/US2008/010934	09/19/2008	Pipette Tip Rack and Associated Methods	PCT

EXHIBIT C

United States Trademarks

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
ONETOUCH	76/690751	n/a	6/23/08	n/a
E.DEK	76/690749	n/a	6/23/08	n/a
M[MICRO]ITI	76/638476	3,172,900	5/13/05	11/21/06
MULTIMAX	76/638530	3,261,650	5/13/05	7/10/07
AVANTGUARD	76/631534	3,057,007	2/18/05	2/7/06
AVANT	76/631535	3,057,008	2/18/05	2/7/06
ULTRAAMP	76/515855	2,873,745	5/21/03	8/17/04
PRISMPETTE	75/382652	2,371,468	10/31/97	7/25/00
PRISMSTRIP	75/382653	2,588,712	10/31/97	7/2/02
QUIKSHOT	75/218450	2,231,128	12/26/96	3/9/99
BIOTIP (stylized letters)	74/203183	1,859,135	9/13/91	10/18/94
LUBE TUBE (stylized letters)	73/710074	1,510,833	2/8/88	11/1/88
MULTI-LUBE TUBE (and Design)	73/710075	1,510,834	2/8/88	11/1/88
MULTI-FLEX (and Design)	73/659867	1,478,412	5/11/87	3/1/88

Foreign Trademarks

Mark	Registration Number	Registration Date	Jurisdiction
MμLTI -FLEX	356,942	03/29/88	Canada
MμLTI -FLEX	112,263	06/07/88	Finland
MμLTI -FLEX	1,482,658	08/11/88	France
MμLTI -FLEX	869901	04/09/99	Italy
MμLTI -FLEX	2,305,271	04/07/88	Japan
MμLTI -FLEX	247,414	05/10/88	Portugal
MμLTI -FLEX	1,355,412	08/19/88	U.K.

MμLTI -FLEX	1,136,663	07/26/88	W. Germany
MμLTI	Appl. No. 4886955	Unable to verify	China
MμLTI	01209453	05/16/06	Taiwan

LAI:1172410.1

EXHIBIT B

United States Patents

Title	App. No.	Reg. No.	Filing Date	Date Granted
Multi-component pipette tip and associated methods	11/862840	n/a	9/27/07	n/a
Micropipette tip strip and method	08/935469	6103198	9/24/97	8/15/2000
Filtered micropipette tip for high-low volume pipettors	08/239477	5496523	5/6/94	3/5/1996
Multi-well microcentrifuge tube	29/094608	D 439673	10/6/98	3/27/2001
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Ser. No.: PCT/US2007/020885	09/28/2007	Multi-Component Pipette Tip and Associated Methods (aka Two Part Molded Pipette Tip)	PCT
Ser. No.: PCT/US2008/010934	09/19/2008	Pipette Tip Rack and Associated Methods	PCT

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ONETOUCH	76/690751	n/a	6/23/08	n/a
E.DEK	76/690749	n/a	6/23/08	n/a
M[MICRO]ITI	76/638476	3,172,900	5/13/05	11/21/06
MULTIMAX	76/638530	3,261,650	5/13/05	7/10/07
AVANTGUARD	76/631534	3,057,007	2/18/05	2/7/06
AVANT	76/631535	3,057,008	2/18/05	2/7/06
ULTRAAMP	76/515855	2,873,745	5/21/03	8/17/04
PRISMPETTE	75/382652	2,371,468	10/31/97	7/25/00
PRISMSTRIP	75/382653	2,588,712	10/31/97	7/2/02
QUIKSHOT	75/218450	2,231,128	12/26/96	3/9/99
BIOTIP (stylized letters)	74/203183	1,859,135	9/13/91	10/18/94
LUBE TUBE (stylized letters)	73/710074	1,510,833	2/8/88	11/1/88
MULTI-LUBE TUBE (and Design)	73/710075	1,510,834	2/8/88	11/1/88
MULTI-FLEX (and Design)	73/659867	1,478,412	5/11/87	3/1/88

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M μ LTI -FLEX	1,355,412	08/19/88	U.K.

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