

**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
Celula, Inc.		05/22/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Enterprise Partners Venture Capital
Street Address:	2223 Avenida de la Playa, Suite 300
Internal Address:	Mr. Drew Senyei
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	Versant Ventures
Street Address:	3000 Sand Hill Road, Building 4, Suite 210
Internal Address:	Charles Warden, Managing Director
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	Arch Venture Fund VI, L.P.
Street Address:	8725 West Higgins Road, Suite 290
Internal Address:	Julie Shrader
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

PROPERTY NUMBERS Total: 1

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**900136663**

**TRADEMARK  
 REEL: 004007 FRAME: 0732**

**CH \$40.00 3314972**

Property Type	Number	Word Mark
Registration Number:	3314972	CELULA

**CORRESPONDENCE DATA**

Fax Number: (213)620-1398  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-620-1780  
Email: hcharlip@sheppardmullin.com  
Correspondent Name: Sheppard Mullin Richter & Hampton  
Address Line 1: 333 S. Hope Street  
Address Line 2: 48th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	20HP-144419
NAME OF SUBMITTER:	Heidi Charlip
Signature:	/s/ Heidi Charlip
Date:	06/18/2009

**Total Attachments: 16**  
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### THIRD AMENDED AND RESTATED SECURITY AGREEMENT

This THIRD AMENDED AND RESTATED SECURITY AGREEMENT (“**Agreement**”), is effective as of May 22, 2009 (this “**Agreement**”), between Celula, Inc., a Delaware corporation (the “**Company**”), and the Investors listed on the signature pages hereto (each an “**Investor**” and collectively, the “**Investors**”).

**1. Purpose.** This Agreement is granted by the Company in favor of the Investors under (i) that certain Note and Warrant Purchase Agreement, effective as of February 25, 2008 (the “**First Purchase Agreement**”), (ii) that certain Note and Warrant Purchase Agreement, effective as of July 24, 2008 (the “**Second Purchase Agreement**”), (iii) that certain Note and Warrant Purchase Agreement, effective December 16, 2008 (the “**Third Purchase Agreement**”), and (iv) that certain Note and Warrant Purchase Agreement, effective as of the date hereof (the “**Fourth Purchase Agreement**” and, together with the First Purchase Agreement, Second Purchase Agreement and Third Purchase Agreement, the “**Purchase Agreements**”), and (iv) the Secured Convertible Promissory Notes issued to Investors by the Company under the Purchase Agreements (as may be amended, restated, modified or replaced from time to time, the “**Notes**”). Under the Purchase Agreements and the Notes, Investors may loan the Company up to the sum of \$6,000,000. The Company has agreed to secure all debt of the Company to Investors in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Purchase Agreements.

**2. Grant of Security Interest.** The Company hereby grants to Investors a security interest in and continuing lien on the Collateral (as defined in Section 3 below) to secure the payment of the Notes and all other loans and advances from Investors to the Company of any nature whatsoever arising under the Notes or the Purchase Agreements (including all renewals, modifications and extensions thereof), including, without limitation all interest, costs, expenses, and reasonable attorneys’ fees incurred in connection therewith, which may be made or incurred by Investors in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, “**Liabilities**”). This Agreement shall be and become effective when, and continue in effect, as long as any Liabilities of the Company to Investors are outstanding and unpaid and the Company will not, sell, assign, transfer, pledge or otherwise dispose of or encumber any Collateral to any third party while this Agreement is in effect except in accordance with the terms of the Purchase Agreements and this Agreement, subject to the Company’s obligations to Comerica Bank pursuant to that certain Loan and Security Agreement dated as of September 8, 2006, as amended from time to time. This Agreement and the security interest granted herein together with all liens and security interests granted to secure the liabilities, indebtedness, and obligations secured hereby, shall terminate upon payment in full in cash or other consideration acceptable to Investors of such liabilities, indebtedness, and obligations (other than contingent obligations, liabilities, and indebtedness).

The security interest and lien granted hereunder shall be of first priority, except with respect to those assets described on Schedule A attached hereto, with respect to which the security interest and lien granted hereunder shall be of second priority.

**3. Collateral.** The “*Collateral*” covered by this Agreement is all of the assets of the Company, real and personal, tangible and intangible, which it now owns or shall hereafter acquire or create, immediately upon the acquisition or creation thereof, and includes, but is not limited to, the following:

3.1 Accounts. Accounts, documents, instruments, policies and certificates of insurance, chattel paper, rights to payment evidenced by chattel paper, health-care insurance receivables, deposit accounts, commercial tort claims, investment property, letter of credit rights, contract rights, general intangibles, intellectual property (including, without limitation, all US and foreign patents, patent applications, copyrights, trademarks, trademark applications, service marks, inventions, and discoveries), choses in action, including any right to any refund of any taxes heretofore or hereafter paid to any governmental authority (collectively, the “*Accounts*”).

3.2 Inventory. All inventory and goods, now owned or hereafter acquired, including but not limited to, raw materials, work in process, finished goods, leased goods, tangible property, stock in trade, wares, and merchandise used in or sold in the ordinary course of business, including goods whose sale, lease or other disposition by the Company has given rise to any Accounts and which goods have been returned to, or repossessed by, or stopped in transit by the Company.

3.3 Equipment. All equipment and fixtures, including all machinery, furniture, furnishings, and vehicles, together with all accessions, parts, attachments, accessories, tools and dies, or appurtenances thereto, or appertaining, attached, kept, used, or intended for use in connection therewith, and all substitutions, improvements and replacements thereof and additions thereto.

3.4 Fixtures. All fixtures, whether now or to be hereafter attached, to any real property in which the Company has an interest.

3.5 Software. All computer programs and supporting information provided in connection with a transaction relating to such program(s).

3.6 Proceeds, Etc. Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards of all of the foregoing described properties or interests in properties, including all products of, and accessions to, such properties or interests in properties, and all cash or other property which were proceeds and are received by a bankruptcy trustee or otherwise as a preferential transfer to the Company.

Notwithstanding the foregoing provisions of this Section 3, the term “*Collateral*” shall not include any property of the Company: (a) that is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Section 9406 and Section 9408 of the California Uniform Commercial Code), or (b) where the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

**4. Perfection of Security Interest.** The Company shall execute and deliver to Investors, concurrently with the Company's execution of this Agreement and at any time or times hereafter at the request of Investors (and pay the cost of filing or recording same in all public offices deemed necessary by Investors), all financing statements, assignments, certificates of title, applications for vehicle titles, affidavits, reports, notices, schedules of Accounts, designations of inventory, letters of authority and all other documents that Investors may reasonably request, in form satisfactory to Investors, to perfect and maintain perfected Investors' security interests in the Collateral. In addition, the Company irrevocably authorizes Investors, their agents, attorneys, and representatives, to file financing statements, and amendments thereto, at the Company's expense, necessary to establish and maintain Investors' perfected security interest in the Collateral. In order to fully consummate all of the transactions contemplated hereunder, the Company shall make appropriate entries on its books and records disclosing Investors' security interests in the Collateral. Upon payment in full of the Notes, Investors hereby authorize the Company to file any and all termination statements necessary in Company's discretion to terminate Investors' security interests in the Collateral.

**5. Warranties.** The Company warrants and agrees that while any of the Liabilities remain unperformed and unpaid: (a) except for the security interest granted to Comerica Bank, the Company is the owner of the Collateral and if Inventory is represented or covered by documents of title, the Company is the owner of the documents; (b) the Company's exact legal name is as set forth above; (c) the Company is an organization of the type and organized in the jurisdiction set forth above, (d) the address of the Company's principal office is as set forth on the signature pages to this Agreement and the Company further warrants that the Collateral, wherever located, is covered by this Agreement; (e) the Collateral will not be used, nor will the Company permit the Collateral to be used, for any unlawful purpose, whatever, except to the extent such use would not materially and adversely impair Investors' rights with respect to the Collateral; (f) the Company will neither change its name, form of business entity, or organizational identification number if it has one without giving written notice thereof to Investors on or before the date that is thirty (30) days after the effective date of such change; and the Company agrees to modify all documents, instruments and agreements demanded by Investors to reflect such and to cause a UCC-1 financing statement to be filed to reflect such change, at the Company's expense prior to the date that is thirty (30) days after the effective date of such change; (g) the Company shall at all times maintain the Collateral in condition appropriate for its use by the Company in the Company's business; (h) the Company will indemnify and hold Investors harmless against claims of any persons or entities not party to this Agreement, other than persons or entities, including Comerica Bank, who hold liens, security interests, and encumbrances in the Collateral, concerning disputes arising over the Collateral; and (i) the Collateral is or will be located at the following address(es): 7360 Carroll Road Suite 200 San Diego, CA 92121.

**6. Covenants Concerning the Company's Legal Status.** The Company covenants with Investors as follows: (a) without providing at least thirty (30) days prior written notice to Investors, the Company will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Company does not have an organizational identification number and later obtains one, the Company shall forthwith notify Investors of such organizational identification number, and (c) the Company will not change its type of organization, jurisdiction of organization or other legal structure.

**7. Insurance, Taxes, Etc.** the Company shall (a) pay all taxes, levies, assessments, judgments and charges of any kind upon or relating to the Collateral, to the Company's business, and to the Company's ownership or use of any of its assets, income or gross receipts; (b) at its own expense, keep and maintain all of the Collateral fully insured against loss or damage by fire, theft, explosion and other risks in such amounts, with such companies, under such policies and in such form as shall be recommended by the Company's Board of Directors which policies shall contain a lender's loss payable endorsement, in a form satisfactory to the Investors, showing the Investors as an additional loss payee, and all such policies shall show the Investors as an additional insured and shall specify that the insurer must give at least 20 days notice to the Investors before canceling its policy for any reason; provided, however, that if no Event of Default (as that term is defined below) has occurred or is continuing, proceeds payable under any such policy shall be payable to the Company to replace the property subject to the claim, provided that any such replacement property shall be deemed Collateral for purposes of this Agreement, but if an Event of Default has occurred and is continuing, all proceeds payable under any such policy shall, at the Investors' option, subject to the security interest of Comerica Bank, be payable to the Investors to be applied on account of the Liabilities; (c) maintain at its own expense public liability and property damage insurance in such amounts with such companies, under such policies and in such form as shall be recommended by the Company's Board of Directors; and, upon Investors' request, shall furnish Investors with such policies and evidence of payment of premiums thereon. If the Company at any time hereafter should fail to obtain or maintain any of the policies required above or pay any premium in whole or in part relating thereto, or shall fail to pay any such tax, assessment, levy, or charge or to discharge any such lien or encumbrance, then Investors, without waiving or releasing any obligation or default of the Company hereunder, may at any time hereafter (but shall be under no obligation to do so) make such payment or obtain such discharge or obtain and maintain such policies of insurance and pay such premiums, and take such action with respect thereto as Investors deem advisable. All sums so disbursed by Investors, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall be part of the Company's Liabilities, secured hereby, and payable on demand.

#### **8. Sale, Collections, Etc.**

8.1 Until an Event of Default (as that term is defined below), each Investor authorizes and permits the Company to collect Accounts from account debtors. This privilege may be terminated by Investors at any time upon the occurrence of an Event of Default as set forth in this Agreement, and Investors thereupon shall be entitled to and have all of the ownership, title, rights, securities and guarantees of the Company in respect thereto, and in respect to the property evidenced thereby, including the right of stoppage in transit, and Investors

may notify any account debtor of the assignment of Accounts and collect the same; thereafter the Company will receive all payments on Account as agent of and for Investors and will transmit to Investors, on the day of receipt thereof, all original checks, drafts, acceptances, notes and other evidence of payment received in payment of or on account of Accounts, including all cash monies, similarly received by the Company. Until such delivery, the Company shall keep all such remittances separate and apart from the Company's own funds, capable of identification as the property of Investors, and shall hold the same in trust for Investors.

8.2 Until an Event of Default and, following an Event of Default until such time as Investors shall notify the Company of the revocation of such power and authority as a result of such Event of Default, the Company may (i) only in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by the Company for such purpose and (ii) use and consume any raw materials, work in process or materials, the use and consumption of which is necessary in order to carry on the Company's business; and the Company shall, at its own expense, endeavor to collect, as and when due all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as Investors may reasonably request or, in the absence of such request, as the Company may deem advisable. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt, other than transfers of Collateral securing non-recourse debt to the applicable debtholder.

**9. Waiver.** The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement.

**10. Information.** The Company shall permit Investors or their agents upon reasonable request to have access to and to inspect all the Collateral during the Company's regular business hours and may from time to time verify Accounts and chattel paper (to the extent consisting of Collateral), inspect, check, make copies of or extracts from the books, records and files of the Company to the extent relating to the Collateral, and the Company will make same available at any reasonable time for such purposes. In addition, the Company shall reasonably promptly supply Investors with financial and such other information concerning the Collateral as Investors may reasonably request from time to time.

### **11. Event of Default.**

11.1 An Event of Default shall exist as and when provided under the Notes.

11.2 Upon the occurrence of an Event of Default, the Notes and all other Liabilities may (notwithstanding any provisions thereof) at the option of Investors and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and Investors may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to them under applicable law. The Company agrees, in case of an Event of Default, to assemble, at its reasonable expense, all the Collateral at a convenient place acceptable to Investors and to pay all reasonable costs of Investors of collection of the Notes and all other Liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and reasonable expense of locating the Collateral and reasonable expenses of any repairs to any

realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least ten days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of Investors.

11.3 THE COMPANY AGREES THAT INVESTORS SHALL, IN THE EVENT OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION ANY OF THE COLLATERAL. THE COMPANY WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

**12. General.** Time shall be deemed of the very essence of this Agreement. Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by the Delaware UCC, as amended, revised or replaced or any successor laws hereafter enacted ("*Delaware Uniform Commercial Code*"). Investors shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in their possession if they take such action for that purpose as the Company requests in writing, but failure of Investors to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of Investors to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by the Company shall not be deemed a failure to exercise reasonable care in the custody and preservation of such Collateral. Any delay on the part of Investors in exercising any power, privilege or right hereunder, or under any other instrument executed by the Company to Investors in connection herewith shall not operate as a waiver thereof, and no single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by Investors of any Event of Default by the Company shall not constitute a waiver of any subsequent Events of Default, but shall be restricted to the Event of Default so waived. All rights, remedies and powers of Investors hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or by the Delaware Uniform Commercial Code, or any laws now existing or hereafter enacted.

This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any applicable principles of conflicts of laws. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Investors hereunder shall inure to the benefit of their successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Company.



Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by telegram or fax, or seventy-two (72) hours after being deposited in the U.S. mail, as certified or registered mail (unless a receipt is requested, in which case delivery shall occur only upon actual delivery, with postage prepaid, addressed to the party to be notified at such party's address as set forth in the Purchase Agreements, or as subsequently modified by written notice.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior written and oral communications or understandings. This Agreement may be amended or supplemented and the observance of any term of this Agreement may be waived (either retroactively or prospectively) only by a writing signed on behalf of the Company and the Investors holding a majority of the principal amount outstanding under the Notes (a "*Majority Interest*"). The Company acknowledges receipt of a true and complete copy of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

INVESTORS AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, INVESTORS AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

The Company, for the benefit of itself and its successors and assigns, covenants and agrees, and each Investor for the benefit of itself and its successors and assigns and each successive holder of any Note, by his, her or its acceptance of the Note or any rights or remedies thereunder, likewise covenants and agrees, that:


- (a) no Investor may make any request or exercise any right or remedy with respect to the Company or the Collateral if the request or such exercise is inconsistent in any way with a request or exercise of any other Investor, unless a Majority Interest has elected to make such request or exercise such right or remedy; and
- (b) to the extent the request or exercise of any right or remedy of any Investor is inconsistent in any way with a request or exercise of any right or remedy of any other Investor, the Company shall have the right to refuse to accede to both requests and the exercise of the rights or remedies of both such Investors until such time and to the extent that a Majority Interest has provided written notice to the Company of the election of such request, right, or remedy, in which case the Company shall accede to the request or exercise of right and remedy elected by a Majority Interest to the extent of such Investors' right to make such request or exercise such right.

\* \* \* \* \*

The parties have executed this Third Amended and Restated Security Agreement between Celula, Inc. and the Investors listed below, as of the date first written above.

**THE COMPANY:**

CELULA, INC.

By:   
John Osth, President

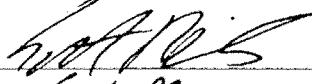
[Signature Page to Third Amended and Restated Security Agreement]

**INVESTORS:**

**ARCH VENTURE FUND VI, LP**

By: ARCH Venture Partners VI, L.P.,  
its General Partner

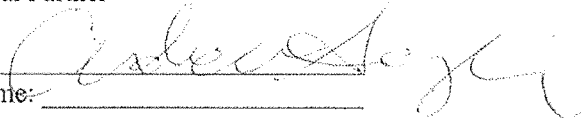
By: ARCH Venture Partners VI, LLC  
its General Partner

By:   
Name: Scott M. Miller  
Title: Managing Director

[Signature Page to Third Amended and Restated Security Agreement]

**ENTERPRISE PARTNERS VI, L.P.**


By: Enterprise Management Partners VI, LLC  
Its: General Partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Security Agreement]

**VERSANT VENTURE CAPITAL II, L.P.  
VERSANT SIDE FUND II, L.P.  
VERSANT AFFILIATES FUND II-A, L.P.**

By: Versant Ventures II, L.L.C.  
Its: General Partner

By:   
Charles M. Warden, Managing Director

[Signature Page to Third Amended and Restated Security Agreement]

## SCHEDULE A

### **General**

All personal property of Company (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), installments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright (collectively, "Copyrights");

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark (collectively, "Trademarks and Servicemarks");

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing (collectively, "Patents"); and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

### **Intellectual Property**

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");

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;

Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

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");

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");

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;

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;

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

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.

EXHIBIT A

**COPYRIGHTS**

Website: www.celula-inc.com – Copyright 2008

Software: mvs360 sorter v8 – Copyright 2007-2009

**DOMAIN NAMES**

celula-inc.com

celulainc.com

microsorter.com



EXHIBIT B

PATENTS

The following table includes patent applications registered/ filed with foreign patent offices as well as the United States Patent and Trademark Office.

Description	Registration/ Application Number	Registration/ Application Date
Optical analysis, separation and sorting	6,744,038	2004
Optical force switching at microchannel junctions	6,778,724	2004
Optical analysis, separation and sorting	6,815,664	2004
Optical analysis, separation and sorting using absorption maxima	6,833,542	2004
Optical gradient particle separation	6,936,811	2005
Optical force switching at microchannel junctions	7,068,874	2006
Optical gradient particle separation	2005/0164372	2005
Methods and Apparatus for sorting cells using an optical switch in a microfluidic channel network	2005/0207940	2005
Optical analysis, separation and sorting	2006/0060767	2006
Cell Sorting System and Methods	2008/0261295	2007
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material	2009/0042737	2007
Antibodies Against Cells of Fetal Origin	PCT/US05/020884	2005
Methods and Compositions for Differential Expansion of Fetal Cells in Maternal Blood and Their Use	PCT/US07/81396	2007

EXHIBIT C

**TRADEMARKS**

The following table includes trademark applications registered/filed with foreign trademark offices as well as the United States Patent and Trademark Office.

<b>Country: MARK</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Australia: CELULA	1085006/ 1085006	18-Dec-2006/ 09-Nov-2005
Canada: CELULA	1280225	14-Nov-2005
France: CELULA	4741856/ 07/3481599	10-Nov-2005/ 20-Jul-2007
Germany: CELULA	30669776.9/09	10-Nov-2005
Italy: CELULA	RM2007C003400	10-Nov-2005
Japan: CELULA	106289/2005/ 4968436	11-Nov-2005/ 07-Jul-2006
Korea: CELULA	2005-0004406/ 45-0018619	10-Nov-2005/ 15-Jan-2007
Taiwan: CELULA (Classes 5, 9, 10)	094054118/ 01249883	09-Nov-2005/ 01-Feb-2007
Taiwan: CELULA (Class 44)	094054117/ 01249825	09-Nov-2005/ 01-Feb-2007
United Kingdom: CELULA	2438737/ 2438737	10-Nov-2005/ 27-Jul-2007
United States: CELULA	78/628141/ 3314972	11-May-2005/ 16-Oct-2007
Australia: MICROSORTER	975167/ 975167	21-Oct-2003/ 08-Mar-2004
European Community: MICROSORTER	003421831/ 003421831	21-Oct-2003/ 29-Mar-2005