

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
NeoDiagnostix, Inc.		11/02/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Abraxis BioScience, LLC		
Street Address:	11755 Wilshire Blvd., Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3543166	CERVICAL DNA DTEX	
Serial Number:	77454816	NEODIAGNOSTIX	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Rosemary S. Tarlton		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	63877-28		
NAME OF SUBMITTER:	Rosemary S. Tarlton		
Signature:	/Rosemary S. Tarlton/		
Date:	11/02/2009		

CH \$65.00 3543166

Total Attachments: 7

source=63877-28 - NeoDiagnostix Security Agreement#page1.tif

source=63877-28 - NeoDiagnostix Security Agreement#page2.tif

source=63877-28 - NeoDiagnostix Security Agreement#page3.tif

source=63877-28 - NeoDiagnostix Security Agreement#page4.tif

source=63877-28 - NeoDiagnostix Security Agreement#page5.tif

source=63877-28 - NeoDiagnostix Security Agreement#page6.tif

source=63877-28 - NeoDiagnostix Security Agreement#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2009, is entered into by and between NEODIAGNOSTIX, INC., a Delaware corporation ("Grantor"), and ABRAXIS BIOSCIENCE, LLC, a Delaware limited liability company ("Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement (defined below).

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement of even date herewith between Grantor and Secured Party.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC in effect in any applicable jurisdiction.

(d) Interpretation. The rules of interpretation set forth in the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants, assigns, and conveys to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or

unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York. The provisions of Section 13 of the Security Agreement regarding submission to jurisdiction and the waiver of the right to jury trial are by this reference incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 9 Amendment; Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 11 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

NEODIAGNOSTIX, INC.

By: Richard Pinnola
Name: Richard Pinnola
Title: President + CEO

Address for notices:

NeoDiagnostix, Inc.
9700 Great Seneca Highway
Rockville, MD 20850
Attn: Rich Pinnola
Fax: 240.235.4433

ABRAXIS BIOSCIENCE, LLC

By: _____
Name: _____
Title: _____

Address for notices:

Abraxis BioScience, LLC
11755 Wilshire Blvd., Suite 2000
Los Angeles, CA 90025
Attn: General Counsel
Fax: (310) 998-5830

Signature Page to Patent and Trademark Security Agreement.

sf-2757917

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

NEODIAGNOSTIX, INC.

By: _____
Name: _____
Title: _____

Address for notices:

NeoDiagnostix, Inc.
9700 Great Seneca Highway
Rockville, MD 20850
Attn: Rich Pinnola
Fax: _____

ABRAXIS BIOSCIENCE, LLC

By: Bruce Wendel
Name: Bruce Wendel
Title: SVP. Corp. Ops. & Dev.

Address for notices:

Abraxis BioScience, LLC
11755 Wilshire Blvd., Suite 2000
Los Angeles, CA 90025
Attn: General Counsel
Fax: (310) 998-5830

Signature Page to Patent and Trademark Security Agreement.

sF-2757917

TRADEMARK
REEL: 004089 FRAME: 0193

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of Grantor

None.

Pending U.S. Patent Applications of Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
12/506,985	07/21/09	Gregory A. Endress	METHODS FOR THE CYTOLOGICAL ANALYSIS OF CERVICAL CELLS
PCT/US09/51301	07/21/09	Gregory A. Endress	METHODS FOR THE CYTOLOGICAL ANALYSIS OF CERVICAL CELLS
61/082,346	07/21/09	Gregory A. Endress	METHODS FOR THE CYTOLOGICAL ANALYSIS OF CERVICAL CELLS
61/227,270	07/21/09	Gregory A. Endress	METHOD AND SYSTEM FOR AUTOMATED IMAGE ANALYSIS IN CANCER CELLS
61/249,720	10/08/09	Gregory A. Endress	DIAGNOSTIC METHODS FOR ORAL CANCER
10/540,311	12/12/05	Meena Augustus	AMPLIFIED CANCER TARGET GENES USEFUL IN DIAGNOSTIC AND THERAPEUTIC SCREENING
PCT/US03/40701	12/19/03	Meena Augustus	AMPLIFIED CANCER TARGET GENES USEFUL IN DIAGNOSTIC AND THERAPEUTIC SCREENING
60/463,577	04/17/03	Meena Augustus	AMPLIFIED CANCER TARGET GENES USEFUL IN DIAGNOSTIC AND THERAPEUTIC SCREENING
60/434,918	12/20/02	Meena Augustus	AMPLIFIED CANCER TARGET GENES USEFUL IN DIAGNOSTIC AND THERAPEUTIC SCREENING

SCHEDULE A

sf-2757917

TRADEMARK
REEL: 004089 FRAME: 0194

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Registered Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
3543166	12/09/08	04/21/08	NeoDiagnostix, Inc.	CERVICAL DNA DTEX

Pending U.S. Trademark Applications of Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77454816	04/22/08	NeoDiagnostix, Inc.	NEODIAGNOSTIX

SCHEDULE B

sf-2757917

RECORDED: 11/02/2009

**TRADEMARK
REEL: 004089 FRAME: 0195**