

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
Inguran, LLC		11/12/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	5800 N. Mopac		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78731		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78761317	SEXING TECHNOLOGIES	
Serial Number:	78767436	SEXING TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(214)756-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214 740 8113		
Email:	sthall@lockelord.com		
Correspondent Name:	L. Jeffrey Hubenak		
Address Line 1:	100 Congress, Ste. 300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	001402000346		
NAME OF SUBMITTER:	L. Jeffrey Hubenak		
Signature:	/L. Jeffrey Hubenak/		

CH \$65.00 78761317

Date:

11/20/2009

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT
(Inguran, LLC)

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 12, 2009, is by and between INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies, whose address is 22575 State Highway 6 South, Navasota, Texas 77868 ("Debtor"), and COMPASS BANK, an Alabama banking corporation, whose address is 5800 North Mopac, Austin, Texas 78731 (P.O. Box 9600, Austin, Texas 78766-9600), Attention: Todd Jordan ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Security Agreement (Borrower) of even date herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement):

(a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed

royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedules 1 and 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies

By: *Maurice Rosenstein*
Name: MAURICE ROSENSTEIN
Title: CO-CEO

"Secured Party"

COMPASS BANK,
an Alabama banking corporation

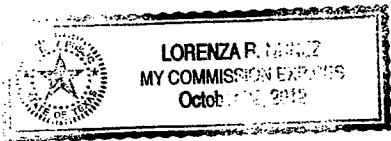
By: *Todd Jordan*
Name: TODD JORDAN
Title: SENIOR VICE PRESIDENT

Attachment:

- Schedule 1 - Patents and Applications
- Schedule 2 - Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 12, 2009, by Maurice Rosenstein, CO-CEO of Inguran, LLC, a Delaware limited liability company doing business as Sexing Technologies, on behalf of said limited liability company.



Lorenza R. Nunez
Notary Public in and for the State of Texas
Printed Name: Lorenza R. Nunez
My Commission Expires: October 22, 2012

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

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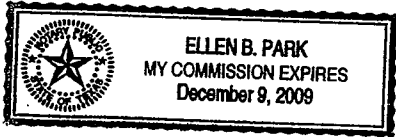
This instrument was acknowledged before me on Nov. 12, 2009, by Todd Jordan, Senior VP of Compass Bank, an Alabama banking corporation, on behalf of said corporation.

Ellen B. Park

Notary Public in and for the State of Texas

Printed Name: Ellen B. Park

My Commission Expires: 12/9/09



**SCHEDULE 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

File Name: **Inguran, LLC - Patent - US Non-Prov - Remote**
Title: Remote Monitoring System
Matter: US Non-provisional
Serial No.: 12/151,156
Filing Date: May 2, 2008
Status: Ready for examination.
Inventor(s): James J. Salinas and Kenneth M. Evans

Apparatus, Methods and Processes for Sorting Particles and for Providing Sex-Sorted Animal Sperm				
Inguran - Low Motility - NonProvisional	United States	11/092,313 filed	3/29/2005	Pending
System for Analyzing Particles Using Multiple Flow Cytometry Units				
Inguran Pulse - US	United States	10/812,351	3/29/2004	Pending
Inguran Pulse - US Cont 1	United States	12/404,931	3/16/2009	Pending
Use of a composition which regulates oxidation/reduction reactions intracellularly and/or extracellularly in a staining or sorting process				
Inguran Pyruvate Stain - United States	United States	11/092,509	3/29/2005	Pending
Sperm suspensions for use in insemination				
Inguran UseImmotile Sperm - United States	United States	11/092,338	3/29/2005	Pending
Process for the Staining of Sperm				
Inguran WarmStain - United States	United States	10/811,593	3/29/2004	Issued 02/28/2008; Pat. No. 7335507
Sperm suspensions for use in insemination				
Inguran ZapSperm - United States	United States	11/572,376	1/19/2007	Pending

**SCHEDULE 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Trademark	Status Country Name	Application Class(es)	Serial Number/Date	Registration Number/Date
SEXING TECHNOLOGIES	United States of America	Registered 05 Int., 44 Int.	78/761,317 28-Nov-2005	3,617,594 05-May-2009
	<i>Goods:</i> 05 Int.: Sex selected animal semen 44 Int.: Sperm sorting services for others, namely, sorting or sex selecting animal semen for use in artificial insemination			
SEXING TECHNOLOGIES (AND DESIGN)	683965.0005/ United States of America	Registered 05 Int., 44 Int.	78/767,436 06-Dec-2005	3,564,718 20-Jan-2009
	<i>Goods:</i> 05 Int.: Sex selected animal semen 44 Int.: Sperm sorting services for others, namely, sorting or sex selecting animal semen for use in artificial insemination			