

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
XY, Inc.		11/12/2009	CORPORATION: COLORADO

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: 10

Property Type	Number	Word Mark
Serial Number:	76650660	FLOCLENZ
Serial Number:	76682201	FLOCLENZ
Serial Number:	76648609	SORTENSURE
Serial Number:	76682200	SORTENSURE
Serial Number:	75979202	XY
Serial Number:	75979201	XY
Serial Number:	75513806	XY
Serial Number:	75979300	XY
Serial Number:	75979299	XY
Serial Number:	75511557	XY

CORRESPONDENCE DATA

Fax Number: (214)756-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214 740 8113

CH \$265.00 76650660

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/
Date:	11/20/2009

Total Attachments: 15

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**PATENT AND TRADEMARK SECURITY AGREEMENT
(XY, Inc.)**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 12, 2009, is by and between XY, INC., a Colorado corporation, 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, INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies ("Borrower"), 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, Secured Party and certain other subsidiaries of Borrower have entered into a Security Agreement (Domestic Subsidiaries) 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 on

Schedule 2 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, 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"

XY, INC.,
a Colorado corporation

By: *M. Rosenstein*
Name: MAURICE ROSENSTEIN
Title: CO-PRESIDENT

"Secured Party"

COMPASS BANK,
an Alabama banking corporation

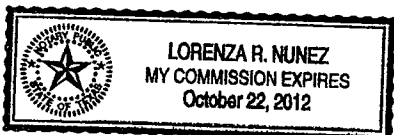
By: *Todd Jordan*
Name: Todd Jordan
Title: SENIOR VICE PRESIDENT

Attachment:

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

THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 12, 2009, by Maurice Rosenstein, co-president of XY, Inc., a Colorado corporation, on behalf of said corporation.



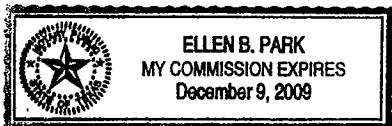
Lorena R. Nunez
Notary Public in and for the State of Texas
Printed Name: Lorena R Nunez
My Commission Expires:
Oct 22, 2012

THE STATE OF TEXAS

§
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§

COUNTY OF TRAVIS

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: XY- Patent - US Prov Clean

Title: Flow Path Conditioner System
Matter: US Provisional
Serial No.: 60/669,912
Filing Date: April 7, 2005
Status: Converted to Non-Provisional Patent Application.
Inventor(s): Edwin Dean Neas, Jerald Edward Kuiken, John Louis Schenk, Thomas Boyd Gilligan

File Name: XY - Patent - US Cont - Clean

Title: Antimicrobially Active Compositions
Matter: US Continuation
Serial No.: 11/804,879
Filing Date: May 21, 2007
Status: Waiting on first action.
Inventor(s): Edwin Dean Neas, Jerald Edward Kuiken, John Louis Schenk, Thomas Boyd Gilligan

File Name: XY- Patent - US Non-Prov - Composition

Title: Differential Evaporation Potentiated Disinfectant System
Matter: US Non-Provisional
Serial No.: 11/901,915
Filing Date: September 19, 2007
Status: Waiting on first action.
Inventor(s): Edwin Dean Neas and Thomas Boyd Gilligan

File Name: XY - Patent - US Non-Prov - Pressurized Fluid

Title: Pressure Regulated Continuously Variable Volume Container For (US) Fluid Delivery
Matter: US Non-Provisional
Serial No.: 11/004,382
Filing Date: December 3, 2004
Status: Election Restriction mailed July 13, 2009. Reply due 8/13/2009.
Inventor(s): Edwin Dean Neas, Jerald Edward Kuiken, John Louis Schenk, Thomas Boyd Gilligan

File Name: XY - Patent - Design - Straw

Title: Plug Assembly Of An Artificial Insemination Straw
Matter: US Design
Serial No.: 29/252,263
Filing Date: January 20, 2006
Status: Have been instructed to abandon and will allow passive abandonment.
Inventor(s): Thomas Boyd Gilligan

File Name: XY - Patent - US Prov - Lubricious

Title: Lubricious Microfluidic Flow Path System
Matter: US Provisional
Serial No.: 61/132,001
Filing Date: June 13, 2008
Status: in preparation
Inventor(s): Thomas Boyd Gilligan and Kenneth M. Evans

File Name: XY - Patent - US Prov - Pulse Dampener

Title: Continuously Regulated Precision Pressure Fluid Delivery System
Matter: US Non-Provisional
Serial No.: 61/217,927
Filing Date: June 5, 2009
Status: Convert to National Phase Patent Appl. due June 5, 2010
Inventor(s): Thomas Boyd Gilligan and Kenneth M. Evans

File Name: XY - Patent - US Non-Prov - Mengniu/Mixed Semen

Title: New Reproductive Technology of Low Dose Semen Production (US) and In Vitro / In Vivo Fertilization in Domestic Animals
Matter: US Non-Provisional
Serial No.: 12/321,704
Filing Date: January 24, 2009
Status: Waiting to be assigned to examiner.
Inventor(s): Xihe Li, Wenzhong Zhou, Guofu Zhang, Songjin Qian and Jiangguo Wang

File Name: XY - Patent - CIP - Mengniu/Mixed Semen

Title:
Matter: US Continuation-In-Part of 12/321,704
Serial No.:
Filing Date:
Status: in preparation
Inventor(s): Xihe Li, Wenzhong Zhou, Guofu Zhang, Songjin Qian and Jiangguo Wang

File Name: XY- Patent - US Prov – Laser Straw Printer

Title: Straw Laser Marking System

Matter: US Provisional

Serial No.:

Filing Date:

Status: in preparation

Inventor(s): Johnathan C. Sharpe, Richard W. Lenz, Thomas B. Gilligan, and Juan F. Moreno

Technology	Country	Serial No	Filing Date	Status
Charging		NOT YET FILED		
Pressure regulated continuously variable volume container for fluid delivery				
Chata-United States (National) (CRM)	United States	11/004,382	12/4/2004	Pending
Equine System for Non-Surgical Artificial Insemination				
Equine - NP-United States	United States	09/744,675	1/29/2001	Pending
System For Separating Frozen-thawed Sperm Cells Into X-Chromosome And Y-Chromosome Bearing Populations				
Freeze Then Sort - NP-United States	United States	10/433,183	5/29/2003	Pending
Freeze Then Sort - United States Continuation	United States	11/536,576	9/28/2006	Pending
Method of Cryopreserving Selected Sperm Cells				
Frozen - United States	United States	09/478,299	1/5/2000	Issued 04/24/2007; Pat. No. 7208265
Frozen - United States-Continuation	United States	10/266,562	10/7/2002	Dropped
Frozen - United States-Continuation 2	United States	11/608,079	12/7/2006	Pending
Frozen - United States-Continuation 3	United States	11/608,039	12/7/2006	Pending

Integrated Herd Management System Utilizing Isolated Populations of X-Chromosome Bearing and Y-Chromosome Bearing Spermatozoa			
Herd Management System - United States-CIP	United States	09/879,480	6/12/2001 Dropped
High Purity X-Chromosome Bearing And Y-Chromosome Bearing Populations Of Spermatozoa			
High Purity - NP-United States	United States	10/275,770	11/8/2002 Issued 05/13/2008; Pat. No. 7371517
High Purity - NP-United States - Div 1	United States	12/113,684	5/1/2008 Pending
High Resolution Flow Cytometer			
Hypoderm - NP-US	United States	10/524,793	2/15/2005 Pending
System of Hysteroscopic Insemination of Mares			
Hyster - NP-United States	United States	10/398,796	4/3/2003 Dropped
A System for In-vitro Fertilization with Spermatozoa Separated into X-chromosome and Y-chromosome Bearing Populations			
IVF - NP-United States	United States	10/433,191	5/29/2003 Issued 08/22/2006; Pat. No. 7094527
IVF - NP-United States - Cont 1	United States	11/508,133	8/21/2006 Pending
Sex-Specific Insemination of Mammals with Low Number of Sperm Cells			
Lodo - NP-United States	United States	09/582,809	6/30/2000 Dropped
Lodo - United States - Continuation 1	United States	11/536,492	9/28/2006 Pending

Lodo - United States - Continuation 2	United States	11/613,605	12/20/2006	Pending
Lodo - United States - Divisional 1(Div of Patent No. 6,149,867)	United States	09/511,959	2/23/2000	Issued 02/25/2003; Pat. No. 6524860
Lodo - United States - Divisional 2 (Divisional of 6,524,860)	United States	10/378,109	2/25/2003	Issued 03/27/2007; Pat. No. 7195920
Lodo - United States-NonProvisional	United States	09/001,394	12/31/1997	Issued 11/21/2000; Pat. No. 6149867
Low Pressure Sperm Separation System Using Heterospermic Insemination To Assess Sperm Function				
Low Pressure - NP - US	United States	10/523,268	1/31/2005	Pending
Methods and Apparatus for Reducing Protein Content in Sperm Cell Extenders				
No Egg Yolk Tris - United States-NonProvisional	United States	11/219,607	9/2/2005	Pending
Improved Flow Cytometer Nozzle and Flow Cytometer Sample Handling Methods				
Nozzle - United States - Divisional 1 (Divisional of Patent No. 6,263,745)	United States	09/909,483	7/20/2001	Issued 03/19/2002; Pat. No. 6,357,307
Nozzle - United States - Divisional 2 (Divisional of Patent No. 6,357,307)	United States	10/098,036	3/13/2002	Issued 08/12/2003; Pat. No. 6,604,435

Nozzle - United States - Divisional 3 (Divisional of Patent No. 6,604,435)	United States	10/640,337	8/12/2003	Issued 08/31/2004, Pat. No. 6,782,768
Nozzle - United States-NonProvisional	United States	09/454,488	12/3/1999	Issued 07/24/2001; Pat. No. 6,263,745
Sperm Cell Process System				
Optimum Temperature - NP - US	United States	10/522,320	1/24/2005	Pending
Efficient Haploid Cell Sorting for Flow Cytometer Systems				
Pulse Laser - NP - US	United States	10/556,981	11/15/2005	Pending
Pulse Laser - NP - US Cont 1	United States	11/442735	5/25/2006	Pending
Optical Apparatus				
Radial Illumination - NP-United States	United States	09/355,461	9/17/1999	Issued 11/16/2004, Pat. No. 6,819,411
Radial Illumination - NP-United States - Continuation 1	United States	10/990,648	11/16/2004	Issued 05/22/2007, Pat. No. 7,221,453
Radial Illumination - United States - Divisional 1	United States	11/805,572	5/22/2007	Issued 09/08/2009, Pat. No. 7,586,604

Radial Illumination - United States - Divisional 2	United States	12/555,641	9/8/2009	Pending
Sperm Cell Processing and Preservation Systems				
Recryo - United States-Continuation	United States	11/668,148	1/29/2007	Pending
Recryo - United States-NonProvisional	United States	10/340,881	1/9/2003	Issued 01/30/2007; Pat. No. 7,169,548
Sequence-Specific				
A Vibratory System for a Sorting Flow Cytometer (XY, Dako Colorado & CSURF)				
Sonicator - NP-United States	United States	09/622,621	8/18/2000	Issued 06/08/2004; Patent No. 6,746,873
Multiple Sexed Embryo Production System for Mammals / System for Improving Yield of Sexed Embryos				
Super O - United States-Continuation (Continuation of 09/015,454)	United States	09/448,643	11/24/1999	Issued 04/16/2002, Pat. No. 6,372,422
Super O - United States-Continuation 2 (Continuation of 09/015,454)	United States	10/081955	2/2/2002	Pending
Super O - United States-NonProvisional	United States	09/015,454	1/29/1998	Issued 06/06/2000, Pat. No. 6,071,689

Specific Oligonucleotide Primers for Detection of Bovine Male Chromosome Presence by Polymerase Chain Reaction

Y Probe - NP-United States	United States	09/601,599	8/3/2000	Issued 09/09/2003, Pat. No. 6617107
XY-GENERAL NATIONAL PHASE				

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

**TRADEMARKS
(See attached Schedule)**

File Name: XY - TM - FLOCLENZ - US

Mark: FLOCLENZ
Matter: US Trademark (Int. Classes 1 and 9)
Serial No.: 76/650,660
Filing Date: November 21, 2005
Status: Registered (Reg. No.: 3294490; Reg. Date: August 18, 2007)

File Name: XY - TM - FLOCLENZ - US

Mark: FLOCLENZ
Matter: US Trademark (Int. Class 3)
Serial No.: 76/682,201
Filing Date: June 12, 2006
Status: Registered (Reg. No.: 3,431,803; Reg. Date: May 20, 2008)

File Name: XY - TM - SORTENSURE - US

Mark: SORTENSURE
Matter: Trademark (Int. Classes 1, 9, 42)
Serial No.: 76/648,609
Filing Date: October 17, 2005
Status: Registered (Reg. No.: 3,330,106 Reg. Date: November 6, 2007)

File Name: XY - TM - SORTENSURE - US

Mark: SORTENSURE
Matter: Trademark (Int. Class 3)
Serial No.: 76/682,200
Filing Date: June 12, 2006
Status: Registered (Reg. No.: 3,472,803; Reg. Date: July 22, 2008)

File Name: XY - TM - XY (word) - US

Mark: XY (word)
Matter: Trademark (Int. Classes 1, 5, 16)
Serial No.: 75/979,202
Reg. Date: January 18, 2005
Status: Registered (Reg. No. 2,919,211)

File Name: XY - TM - XY (word) - US

Mark: XY (word)
Matter: Trademark (Int. Classes 9, 35, 42)
Serial No.: 75/979,201
Reg. Date: January 11, 2005
Status: Registered (Reg. No. 2,917,606)

File Name: XY - TM - XY (word) - US

Mark: XY (word)
Matter: Trademark (Int. Classes 1 and 5)
Serial No.: 75/513,806
Reg. Date: May 3, 2005
Status: Registered (Reg. No. 2,946,290)

File Name: XY - TM - XY & Design - US

Mark: XY & Design
Matter: Trademark (Int. Classes 1, 5, 16)
Serial No.: 75/979,300
Reg. Date: February 8, 2005
Status: Registered (Reg. No. 2,925,518)

File Name: XY - TM - XY & Design - US

Mark: XY & Design
Matter: Trademark (Int. Classes 9, 35, 42)
Serial No.: 75/979,299
Reg. Date: February 8, 2005
Status: Registered (Reg. No. 2,925,517)

File Name: XY - TM - XY & Design - US

Mark: XY & Design
Matter: Trademark (Int. Classes 1 and 5)
Serial No.: 75/511,557
Reg. Date: May 3, 2005
Status: Registered (Reg. No. 2,946,289)