

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/10/2009	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	U.S. Genomics, Inc.
Street Address:	12 Gill Street
City:	Woburn
State/Country:	MASSACHUSETTS
Postal Code:	01801
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2909578	
Registration Number:	2909577	U.S. GENOMICS
Registration Number:	2993254	TRILOGY
Serial Number:	77199072	
Serial Number:	78358064	GENEENGINE
Serial Number:	78661972	DIGITAL DNA

**CORRESPONDENCE DATA**

Fax Number: (617)235-9702  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-7533  
 Email: ronald.duvernay@ropesgray.com  
 Correspondent Name: Megan R. Baca  
 Address Line 1: One International Place  
 Address Line 2: Ropes & Gray LLP  
 Address Line 4: Boston, MASSACHUSETTS 02110-2624

CH \$165.00 2909578

ATTORNEY DOCKET NUMBER:	USGN-002
NAME OF SUBMITTER:	Megan R. Baca
Signature:	/m baca/
Date:	12/14/2009
Total Attachments: 3 source=Release Letter#page1.tif source=Release Letter#page2.tif source=Release Letter#page3.tif	

December 10, 2009

Mr. John J. Canepa  
Chief Executive Officer  
U.S. Genomics, Inc.  
12 Gill Street  
Woburn, Massachusetts 01801

**Re: Pay-Off Letter for U.S. Genomics, Inc.**

Dear John:

We refer to the Loan and Security Agreement (referred to as "Working Capital Line of Credit") dated as of September 28, 2007 (as the same may from time to time have been amended, restated, or otherwise modified, the "Agreement") by and between **U.S. GENOMICS, INC.**, a Delaware corporation with its chief executive office located at 12 Gill Street, Woburn, Massachusetts 01801 ("Borrower") and Silicon Valley Bank ("Bank").

Borrower has advised Bank that it intends to repay all amounts due and owing under the Agreements and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of October 29, 2009 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest and fees accruing after the Computation Date that must be repaid by Bank, the "Pay-Off Amount"):

	Working Capital Line of Credit ("WCL")	
Principal	\$	0.00
Fees Due	\$	0.00
Interest Due	\$	0.00
Early Termination Fee	\$	0.00
<b>Total Payoff Amount</b>	<b>\$</b>	<b>0.00</b>

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Agreement. **The per diem accrual of interest is \$0.00 and collateral handling fee is \$0.00 on the unpaid principal amount (WCL).** Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This letter agreement confirms that Borrower has waived the right to seek any such additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Agreement to or for the benefit of Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount or, if the Pay-Off Amount is zero, receipt of Borrower's signature page hereto (the date of Bank's receipt of the Pay-Off Amount or, if the Pay-Off Amount is zero, receipt of the Borrower's signature page hereto being the "Pay-Off Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Bank under the Agreement and any other related loan and collateral security documents (collectively, the "Loan Documents") shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Agreement; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Borrower, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations.

On the Pay Off date, Bank shall deliver to Borrower (i) UCC-3 Termination Statements to terminate UCC Financing Statement #20073665725 filed with the Delaware Secretary of State in Bank's favor with respect to Borrower and any of Borrower's property or assets; (ii) any other documents necessary to release or terminate any lien with respect to Borrower's intellectual property or other property or assets; and (iii) notices to terminate any deposit or securities account control agreements relating to the any assets in which Borrower or any other party has pledged a security interest to Bank to secure the obligations arising under the Loan Documents. Bank authorizes Borrower, upon or after the Pay-Off Date, to (a) file such UCC-3 Termination Statement to terminate UCC Financing Statement #20073665725 filed with the Delaware Secretary of State in Bank's favor with respect to Borrower and any of Borrower's property or assets and (b) deliver such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest to third parties. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Pay-Off Date shall be prepared at no cost or expense to Bank; *provided*, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

Notwithstanding the terms and conditions stated in this letter agreement, the Obligations do not include the amounts of all outstanding Obligations under the Equipment Line as defined in, and subject to the terms of, that certain Loan and Security Agreement by and between Bank and Borrower dated February 9, 2009, as may be amended from time to time (the "2009 Loan Agreement") (such amounts, the "Outstanding Amounts"). Borrower has granted to Bank a security interest in specific Equipment as referenced in the 2009 Loan Agreement and that certain UCC Financing Statement #20090558749 filed with the Delaware Secretary of State on February 19, 2009, and all income and interest thereon, and all renewals, substitutions, additions,

# SVB Silicon Valley Bank

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replacements and proceeds thereof (the "Equipment Collateral") to secure Borrower's payment and performance related to such Outstanding Amounts. Notwithstanding anything to the contrary in this letter agreement, Bank's security interest in and lien upon the Equipment Collateral will not terminate or be released upon Banks' receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date.

On the Pay Off Date, Bank shall promptly transfer any funds received by Bank on Borrower's account to Borrower's operating account with the bank.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,


SILICON VALLEY BANK

By:   
Name: Michael McPhee  
Title: VP

Acknowledged by:

Borrower:

U.S. Genomics, Inc

By:   
Name: John Canepa  
Title: CEO