

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gentel BioSciences, Inc. | FORMERLY Gentel, Inc. | 02/24/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Life Capitol AS | | |
| Street Address: | Industrivegen 42 | | |
| City: | Hovdebygda | | |
| State/Country: | NORWAY | | |
| Postal Code: | N-6160 | | |
| Entity Type: | private limited company - aksjeselskaper (AS): NORWAY | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2817843 | GENTEL | |
| Serial Number: | 77812953 | THE PROTEOME STARTS HERE | |
| Serial Number: | 77813007 | APIX | |
| Serial Number: | 77813030 | APIX GR8 | |
| Serial Number: | 77810113 | ATHENAQUANT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (888)318-1050 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 608-205-4704 | | |
| Email: | mshubak@alphatechcounsel.com | | |
| Correspondent Name: | Macy Shubak | | |
| Address Line 1: | 5500 Nobel Drive, Suite 210 | | |
| Address Line 4: | Madison, WISCONSIN 53711 | | |
| ATTORNEY DOCKET NUMBER: | LIFE CAPITOL | | |

OP \$140.00 2817843

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Matthew Storms

Signature:

/s/ Matthew Storms

Date:

02/25/2010

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 24th day of February, 2010 by and between GENDEL BIOSCIENCES, INC., a Delaware corporation ("Borrower"), and LIFE CAPITOL AS, an entity organized under the laws of Norway ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and between Borrower and Lender, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement." Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in all Borrower's copyrights, trademarks, and patents to secure the obligations of Borrower under the Credit Agreement.

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

1. Definitions. All capitalized terms not otherwise defined in this Agreement have the meanings attributed to them in the Credit Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's obligations in the Loan Documents, Borrower hereby grants a security interest in all of Borrower's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) 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");

(b) 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;

(c) All design rights that may be available to Borrower now or hereafter existing, created, acquired or held;

(d) 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");

(e) All 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 Borrower connected with and symbolized by such trademarks and servicemarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All claims for damages by way of past, present and future infringements 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;

(g) 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;

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

(i) 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.

3. Authorization and Request. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

4. Representations and Warranties. Borrower represents and warrants to Lender as follows:

(a) Borrower is the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business.

(b) Borrower is a corporation, duly organized and validly existing and in good standing under the laws of the State of Delaware.

(c) Performance of this Agreement does not conflict with or result in a breach of any other material agreement to which Borrower is bound, except to the extent that such agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes a security interest.

(d) To Borrower's knowledge, each of the issued Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

(e) This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time Borrower first has rights in

such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced in the Loan Documents upon making the applicable filings.

(f) To Borrower's knowledge, except for, and upon, the filing of Uniform Commercial Code Financing Statements and the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.

(g) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

5. Certain Covenants. During the term of this Agreement, Borrower shall comply with the following:

(a) Borrower shall not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Borrower in the ordinary course of business or as set forth in this Agreement.

(b) Borrower shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent, or Copyright.

(c) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, or Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents, or Copyrights and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Lender, unless Borrower determines that reasonable business practices suggest that abandonment is appropriate.

(d) Borrower shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral.

(e) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Lender's prior written consent. Borrower shall not permit the inclusion in any material contract to which it becomes a

party of any provision that could or might in any way prevent the creation of a security interest in Borrower's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(f) Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower shall promptly notify Lender in writing of any event that materially and adversely affects the value of any material Intellectual Property Collateral, the ability of Borrower to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

6. Lender's Rights. Lender has the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.

7. Inspection Rights. Borrower hereby grants to Lender and its employees, representatives, attorneys, and agents the right to visit, during reasonable hours upon prior reasonable written notice to Borrower, any of Borrower's facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Borrower and as often as may be reasonably requested, but not more than one (1) time in every six (6) months.

8. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Borrower shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, or Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Lender or otherwise, from time to time in Lender's discretion, upon Borrower's failure or inability to do so, to take any action and to execute any instrument that Lender deems necessary or advisable to accomplish the purposes of this Agreement, including the following:

(i) To modify, in its sole discretion, Exhibit A, Exhibit B, and Exhibit C to this Agreement, without first obtaining Borrower's approval of or signature to such modification, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks in which Borrower no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral, without the signature of Borrower where permitted by law.

9. Remedies. Upon the occurrence and continuance of an Event of Default, Lender has the right to exercise all the remedies of a secured party under law, including without limitation the right to require Borrower to assemble the Intellectual Property Collateral and any related tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Borrower hereby grants Lender a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Borrower shall pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral are cumulative.

10. Indemnity. Borrower shall defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Borrower, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

11. Term; Reassignment. At such time as Borrower satisfies all of the payment and performance obligations of Borrower in the Loan Documents and Borrower can no longer draw funds under any of the Loan Documents (the time period prior to which and commencing on the date of this Agreement is the term of this Agreement), Lender shall execute and deliver to Borrower all deed, assignments, and other instruments as may be necessary or proper to reinvest in Borrower full title to the property assigned hereunder, subject to any disposition thereof that may have been made by Lender pursuant hereto.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Governing Law. The laws of the State of Wisconsin govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such State's conflicts of law principles or rules of construction concerning the draftsman hereof.

14. Headings. The descriptive headings of the articles, sections, and subsections of this Agreement are for convenience of reference only. They do not constitute a part of this Agreement and do not affect this Agreement's construction or interpretation.

15. Counterparts. If the parties execute this Agreement in counterparts, each counterpart constitutes an original, and all counterparts, collectively, constitute only one agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by fax or other electronic transmission is as effective as executing and delivering an original.

[Signature page follows]

This Agreement is signed and effective as of the date first set forth above.

GENTEL BIOSCIENCES, INC.

By: Alex D. Vodenlich
Name: Alex D. Vodenlich
Title: President & CEO

Address of Borrower:

**5500 Nobel Drive, Suite 230
Madison, WI 53711**

LIFE CAPITOL AS

By: Hansel W. Nordal
Name: H. NORDAL
Title: CEO

Life Capitol AS
Industrivegen 42, N-6160 Hovdebygda
Org.nr. 982 277 132

EXHIBIT A
COPYRIGHTS

| Description | Registration/ Application Number | Registration/ Application Date |
|--------------------|---|---|
| PChipEntity | TXu001612252 | 2008-02-22 |
| PC Web | TXu001618974 | 2008-02-22 |
| DataAnalyzer | TXu001612250 | 2008-02-22 |
| ChipDesigner | TXu001612254 | 2008-02-22 |
| ChipAnalyzer | TXu001595345 | 2008-02-22 |
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EXHIBIT B

PATENTS

| Title and License Information | Inventor Names(s) | Registration/ Application Number | Registration/ Application Date |
|--|--------------------------|---|---------------------------------------|
| Issued Patents Owned by Borrower | | | |
| "Molecular interaction assays on a solid surface" | Nelson, Strother | 6,878,523 | 2005-04-12 |
| Pending Patents Owned by Borrower | | | |
| "Substrates for Multiplexed Assays and Uses Thereof" | Nelson, Garcia, Bart | | |
| "Integrated Protein Chip Assay" | Nelson, et al. | | |
| Issued Patents Licensed Exclusively to Borrower | | | |
| "Translucent solid matrix assay device for microarray analysis" Licensor: PriTest, Inc. Field: all fields Territory: exclusive worldwide | Green | 6,861,251 | 2005-03-01 |
| "Process for forming nitrocellulose films" Licensor: AST Management, Inc. Field: all fields excluding microfluidics Territory: exclusive in North America and Europe, non-exclusive worldwide | Chen, et al. | 7,235,307 | 2007-06-26 |

| Title and License Information | Inventor Names(s) | Registration/ Application Number | Registration/ Application Date |
|---|--|--|---------------------------------------|
| <p>“Method for the identification and/or the quantification of a target compound obtained from a biological sample upon chips”</p> <p>Licensors: Eppendorf Field: exclusive for protein arrays on nitrocellulose, non-exclusive for all protein arrays, research use-only, option for diagnostics at fixed price Territory: worldwide</p> | Remacle, et al. | 7,321,829 | 2008-01-22 |
| <p>“Three dimensional protein mapping”</p> <p>Licensors: Eprogen Field: 2 yr co-exclusive option for all arrays with buy-in option for exclusivity Territory: worldwide</p> | Wall, Daniel B., Lubman, David M., Barder, Timothy | 6,931,325, 7,069,151, others pending | Various |
| Patent Applications Licensed Exclusively to Borrower | | | |
| <p>“Methods for Measuring Glycan Levels of Proteins”</p> <p>Licensors: Van Andel Research Institute Field: all fields Territory: exclusive worldwide</p> | Brian B. Haab | 11/375,756 | |
| <p>“Autoantibody Detection Systems and Methods”</p> <p>Licensors: Seramatrix, Inc. Field: all fields Territory: exclusive for kits worldwide for more than 10-plex</p> | Phoebe Bonner-Ferraby, Ann McCormick, Harry Hepburne-Scott | 61/120,335 | |

EXHIBIT C
TRADEMARKS

| Title Description | Registration/ Application Number | Registration/ Application Date |
|--------------------------|---|---|
| GENTEL | 2,817,843 | 2/24/2004 |
| THE PROTEOME STARTS HERE | 77/812,953 | 8/26/2009 |
| APIX | 77/813,007 | 8/26/2009 |
| APIX GR8 | 77/813,030 | 8/26/2009 |
| ATHENAQUANT | 77/810,113 | 8/26/2009 |
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