

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NORTHWEST ANALYTICS, INC.		12/28/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	380 INTERLOCKEN CRESCENT		
<b>Internal Address:</b>	SUITE 600		
<b>City:</b>	BROOMFIELD		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2850158	NWA QAX	
<b>Registration Number:</b>	2842248	NWA QUALITY ANALYST WEB SERVER	
<b>Registration Number:</b>	1873184	NWA QUALITY MONITOR	
<b>Registration Number:</b>	1793430	NWA QUALITY ANALYST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.001185		

OP \$115.00 2850158

**900180708**

**TRADEMARK  
 REEL: 004448 FRAME: 0586**

NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/07/2011
<b>Total Attachments: 8</b> source=Northwest_Analytics_IP_Security_Agreemetn#page1.tif source=Northwest_Analytics_IP_Security_Agreemetn#page2.tif source=Northwest_Analytics_IP_Security_Agreemetn#page3.tif source=Northwest_Analytics_IP_Security_Agreemetn#page4.tif source=Northwest_Analytics_IP_Security_Agreemetn#page5.tif source=Northwest_Analytics_IP_Security_Agreemetn#page6.tif source=Northwest_Analytics_IP_Security_Agreemetn#page7.tif source=Northwest_Analytics_IP_Security_Agreemetn#page8.tif	

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December ~~28~~ 2010 by and between **SILICON VALLEY BANK** ("**Bank**") and **NORTHWEST ANALYTICS, INC.**, a Delaware corporation, formerly known as Northwest Analytical Incorporated, an Oregon corporation ("**Grantor**").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and among Bank and Grantor dated May 23, 2008 (as amended, modified or restated from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and that certain Intellectual Property Security Agreement by and between Grantor and Bank dated May 23, 2008 (as amended from time to time, the "**Prior IP Agreement**"), Grantor granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. Borrower has requested that Bank enter into that certain Third Amendment to Second Amended and Restated Loan and Security Agreement by and among Grantor and Bank dated of even date herewith (the "**Amendment**"), and Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor execute this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants and covenants as follows and agrees that the Prior IP Agreement is hereby amended and restated as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and 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) Any and 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) Any and all design rights that may be available to Grantor 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) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

111 SW Fifth Avenue, Suite 800  
Portland, Oregon 97204  
Attn: Jessie Lan

**GRANTOR:**

NORTHWEST ANALYTICS, INC.

By: 

Name: Robert Ward  
Title: CEO

Address of Bank:

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021  
Attn: Eric Jacobson, Relationship Manager

**BANK:**

SILICON VALLEY BANK

By: 

Name: Eric Jacobson  
Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A	N/A



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NWA QAX (Registered)	2,850,158	06/08/2004	Subject to a security interest granted in favor of Silicon Valley Bank on 07/26/2002
NWA QUALITY ANALYST WEB SERVER (Registered)	2,842,248	05/18/2004	Subject to a security interest granted in favor of Silicon Valley Bank on 05/13/2004
NWA SPCX (Cancelled)	2,833,695	04/20/2004	Subject to a security interest granted in favor of Silicon Valley Bank on 07/26/2002
NWA QUALITY MONITOR (Registered)	1,873,184	01/10/1995	Subject to a security interest granted in favor of Silicon Valley Bank on 07/26/2002
NWA QUALITY ANALYST (Registered)	1,793,430	09/21/1993	Subject to a security interest granted in favor of Silicon Valley Bank on 07/26/2002
NWA STATPAK (Cancelled)	1,426,311	01/27/1987	Subject to a security interest granted in favor of Silicon Valley Bank on 07/26/2002
NWA ANALYST (Cancelled)	1,360,237	09/17/1985	Subject to a security interest granted in favor of Silicon Valley Bank on 07/26/2002
NWA PROCESS ANALYST (Abandoned)	78/374,164	02/25/2004	Subject to a security interest granted in favor of Silicon Valley Bank on 07/19/2005

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

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