

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
Pitlab Ltd.		12/24/2012	English private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Kreos Capital III (UK) Limited		
Street Address:	25-28 OLD BURLINGTON STREET		
Internal Address:	5TH FLOOR		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 3AN		
Entity Type:	English private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3748638	SELAH TUBES	
Registration Number:	3606579	SELAH DOTS	
Registration Number:	3537891	SELAH TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2146594832		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2146594578		
Email:	nealk@akllp.com		
Correspondent Name:	Michele P. Schwartz		
Address Line 1:	1717 Main Street		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	186758		

CH \$90.00 3748638

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Michele P. Schwartz
Signature:	/Michele P. Schwartz/
Date:	02/01/2013

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made this 24 day of December, 2012, by and between Pitlab Ltd., a United Kingdom corporation of registration no. 08338746 ("Grantor"), and Kreos Capital III (UK) Limited ("Secured Party").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain debenture dated as of 24 DECEMBER, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Debenture Agreement") by and among Grantor, and the Secured Party, the Secured Party has agreed to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Party is willing to make accommodations to Grantor and/or its affiliates as provided for in the Debenture Agreement, but only upon the condition, among others, that the Grantor shall provide a perfected security interest in the Patent and Trademark Collateral as defined below; and

WHEREAS, pursuant to the Debenture Agreement, Grantor is required to execute and deliver to Secured Party, this Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, a continuing security interest (referred to in this Security Agreement as the "Security Interest") in all of Grantor's rights, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent and Trademark Collateral"):

(a) all patents and patent applications, the inventions and improvements described and claimed therein, and all patentable inventions, including but not limited to the patents and patent applications listed on Schedule 1;

(b) all reissues, divisions, continuations, renewals, extensions and continuations in part of the foregoing;

(c) all trademarks and logos, trademark registrations, and applications for trademark registrations, including but not limited to those registrations and applications listed on Schedule 1;

(d) all renewals of trademark registrations;

(e) all rights (i) to all income, profits, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, with respect to any of the foregoing (ii) to sue for past, present and future infringements thereof, (iii) otherwise accruing under or pertaining to any of the foregoing throughout the world, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark;

(f) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(g) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

2. SECURITY FOR SECURED OBLIGATIONS. This Security Agreement and the Security Interest created hereby secures the payment and performance of the obligations under the Debenture Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Debenture Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Debenture Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Debenture Agreement, the Debenture Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent or trademark application, issued patent, or Trademark registration or become entitled to the benefit of any patent or trademark application, trademark registration or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Security Agreement by amending Schedule 1 to include any such new rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all patent and trademark collateral, whether or not listed on Schedule 1.

5. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Security Agreement. Delivery of an executed counterpart of this

Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PITLAB LTD.

By: G D Mullis
Name: G D MULLIS
Title: CEO / DIRECTOR

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

KREOS CAPITAL III (UK) LIMITED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PITLAB LTD.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

KREOS CAPITAL III (UK) LIMITED

By: Maurizio Petron
Name: MAURIZIO PETRON
Title: DIRECTOR

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

DAL:852317.1

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT


Property:

1. U.S. Patent Application No. 13/003,843. The "In Vitro Diagnostic Markers Comprising Carbon Nanoparticles and Kits"
2. European Patent Application No. EP 09 798 274.8. The "In Vitro Diagnostic Markers Comprising Carbon Nanoparticles and Kits"

The above are jointly owned with others.

Trademarks and Trademark Registrations

The following trademarks are registered in the United States of America:

Reg. Number	Marks	Goods and Services
3748638	SELAH TUBES	Carbon nano tubes, namely, tubular carbon molecules for scientific research and general industrial use
3606579	SELAH DOTS	Carbon nano particles, namely, carbon nano particles that photoluminesce
3537891		Chemicals for use in industry and science

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