

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
SYNGEN, INC.		07/02/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bay City Capital Fund V, L.P.		
Street Address:	750 Battery, Suite 600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85177557	SCR-1000	
Serial Number:	85177563	SCR	
Serial Number:	85409139	SCR DATATRAK	
Serial Number:	85465213	SYNGEN	
Serial Number:	85588615	SCR	
Serial Number:	85588621	SCR-1000	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 725-4043		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		

CH \$165.00 85177557

ATTORNEY DOCKET NUMBER:	100797-0016/TM ASSIGN
NAME OF SUBMITTER:	Arnold V. Mina
Signature:	/Arnold V. Mina/
Date:	07/03/2013
Total Attachments: 6 source=Executed Collateral Assignment of Trademarks#page1.tif source=Executed Collateral Assignment of Trademarks#page2.tif source=Executed Collateral Assignment of Trademarks#page3.tif source=Executed Collateral Assignment of Trademarks#page4.tif source=Executed Collateral Assignment of Trademarks#page5.tif source=Executed Collateral Assignment of Trademarks#page6.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS (this “**Agreement**”), dated July 2, 2013 (the “**Effective Date**”), between SynGen, Inc., a Delaware corporation (together with its successors and assigns, the “**Assignor**”), and Bay City Capital Fund V, L.P., a Delaware limited partnership, as administrative agent (together with its successors and assigns in such capacity, the “**Administrative Agent**”), for the benefit of the Lenders (as defined below):

RECITALS:

(1) This Agreement is made pursuant to the Note and Warrant Purchase Agreement dated July 2, 2013 (the “**Purchase Agreement**”), among the Assignor and the lenders party thereto (the “**Lenders**”).

(2) In connection with the Purchase Agreement, the Assignor is a party to a Security Agreement dated July 2, 2013 (the “**Security Agreement**”), among the Assignor and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

(3) The parties agreed to the transactions set forth herein and intended to be bound as of the Effective Date, but documented and memorialized this Agreement as of the date set forth in the signature page.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office listed on Schedule A to this Agreement;

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office listed on Schedule A to this Agreement;

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any

possession or territory of the United States and that are listed on Schedule A to this Agreement;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof and that are listed on Schedule A to this Agreement;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor representing the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor, as debtor, and the Administrative Agent, as secured party for the benefit of the Lenders. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Further Acts. On a continuing basis, the Assignor shall make, execute, acknowledge and deliver, and file and recorded in the proper filing and recording places, all such instruments and documents, and take all such actions as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Assignor's compliance with this Agreement or to enable the

Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the “collateral” identified in Section 2 above, including any documents for filing with the United States Patent and Trademark Office, and any applicable state or foreign office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent’s interest in the collateral with the United States Patent and Trademark Office, and any applicable state or foreign office, at the expense of the Assignor.

Section 5. Successors and Assigns. This Agreement shall be binding on the Assignor and all of its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and assigns.

Section 6. Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State of California.

Section 7. Entire Agreement. This Agreement, the Security Agreement, the Collateral Agency Agreement and any other documents delivered pursuant to the Purchase Agreement or any other such document constitute the entire agreement among the parties with respect to the subject matter hereof.

Section 8. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the Effective Date.

SYNGEN, INC.

By: Philip N. Coelho
Name: Philip Coelho
Title: President and Chief Executive Officer
Date: 7/2/13

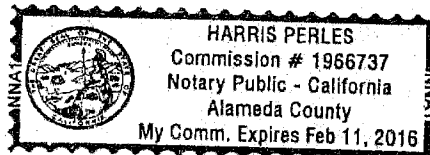
STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.
SAN FRANCISCO)

On July 2, 2013 before me, HARRIS PERLES, Notary Public, personally appeared Philip Coelho, who proved to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Harris Perles
SIGNATURE OF NOTARY PUBLIC



[Signature Page to Collateral Assignment of Trademarks]

Agreed to and accepted by:

BAY CITY CAPITAL FUND V, L.P.

By: Bay City Capital Management V LLC
Its: General Partner

By: Bay City Capital LLC
Its: Manager

By: [Signature]
Name: Carl J. Goldfischer
Title: Managing Director

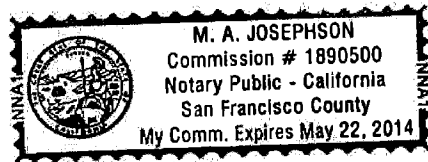
STATE OF CALIFORNIA)
)
) ss.
COUNTY OF SAN FRANCISCO)

On 7/2/13 before me, [Signature], Notary Public,
personally appeared Carl J. Goldfischer, who proved
to me on the basis of satisfactory evidence to be the person whose names is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

[Signature]
SIGNATURE OF NOTARY PUBLIC



Schedule A
to Collateral Assignment of Trademarks

US Serial Number 85/177557 ("SCR-1 000")

US Serial Number 85/177563 ("SCR")

US Serial Number 85/409139 ("SCR DATATRAK")

US Serial Number 85/465213 ("SYNGEN")

US Serial Number 85/588615 ("SCR")

US Serial Number 85/588621 ("SCR-1 000")