

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Amendment adding Secured Party to Security Agreement dated 10/24/2011 and recorded on 12/21/2011 at Trademark Reel/Frame 4684/0319																
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>CELULA, INC.</td> <td></td> <td>09/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	CELULA, INC.		09/26/2013	CORPORATION: DELAWARE						
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<table border="1"> <tr> <td>Name:</td> <td>THE SENYEI FAMILY TRUST</td> </tr> <tr> <td>Street Address:</td> <td>2223 Avenida de la Playa</td> </tr> <tr> <td>Internal Address:</td> <td>Attn: Andrew Senyei, Trustee</td> </tr> <tr> <td>City:</td> <td>La Jolla</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92037</td> </tr> <tr> <td>Entity Type:</td> <td>TRUSTEE: CALIFORNIA</td> </tr> </table>				Name:	THE SENYEI FAMILY TRUST	Street Address:	2223 Avenida de la Playa	Internal Address:	Attn: Andrew Senyei, Trustee	City:	La Jolla	State/Country:	CALIFORNIA	Postal Code:	92037	Entity Type:	TRUSTEE: CALIFORNIA
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PROPERTY NUMBERS Total: 1																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3314972</td> <td>CELULA</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3314972	CELULA								
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CORRESPONDENCE DATA																	
Fax Number: 2134432926 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 213-617-5493 Email: jcravitz@sheppardmullin.com Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP Address Line 1: 333 S. Hope St., 48th Floor Address Line 2: Attn: J. Cravitz Address Line 4: Los Angeles, CALIFORNIA 90071																	
ATTORNEY DOCKET NUMBER:	20HP-144419																
NAME OF SUBMITTER:	Julie Cravitz																

CH \$40.00 3314972

Signature:	/julie cravitz/
Date:	10/07/2013
<p><b>Total Attachments: 28</b></p> <p>source=Celula - Amend No 5 to Security Agmt#page1.tif source=Celula - Amend No 5 to Security Agmt#page2.tif source=Celula - Amend No 5 to Security Agmt#page3.tif source=Celula - Amend No 5 to Security Agmt#page4.tif source=Celula - Amend No 5 to Security Agmt#page5.tif source=Celula - Amend No 5 to Security Agmt#page6.tif source=Celula - Amend No 5 to Security Agmt#page7.tif source=Celula - Amend No 5 to Security Agmt#page8.tif source=Celula - Amend No 5 to Security Agmt#page9.tif source=Celula - Amend No 5 to Security Agmt#page10.tif source=Celula - Amend No 5 to Security Agmt#page11.tif source=Celula - Amend No 5 to Security Agmt#page12.tif source=Celula - Amend No 5 to Security Agmt#page13.tif source=Celula - Amend No 5 to Security Agmt#page14.tif source=Celula - Amend No 5 to Security Agmt#page15.tif source=Celula - Amend No 5 to Security Agmt#page16.tif source=Celula - Amend No 5 to Security Agmt#page17.tif source=Celula - Amend No 5 to Security Agmt#page18.tif source=Celula - Amend No 5 to Security Agmt#page19.tif source=Celula - Amend No 5 to Security Agmt#page20.tif source=Celula - Amend No 5 to Security Agmt#page21.tif source=Celula - Amend No 5 to Security Agmt#page22.tif source=Celula - Amend No 5 to Security Agmt#page23.tif source=Celula - Amend No 5 to Security Agmt#page24.tif source=Celula - Amend No 5 to Security Agmt#page25.tif source=Celula - Amend No 5 to Security Agmt#page26.tif source=Celula - Amend No 5 to Security Agmt#page27.tif source=Celula - Amend No 5 to Security Agmt#page28.tif</p>	

CELULA, INC.

AMENDMENT NO. 5 TO SECURITY AGREEMENT

This Amendment No. 5 to Security Agreement (this "**Amendment**") is made as of September 26, 2013, by and among Celula, Inc., a Delaware corporation (the "**Company**") and the Investors (each an "**Investor**" and together the "**Investors**") listed on the signature pages hereto. The Company and certain of the Investors are parties to that certain Security Agreement dated as of October 24, 2011 (the "**Security Agreement**"), as amended pursuant to Amendment No. 1 thereto dated April 13, 2012 ("**Security Agreement Amendment No. 1**"), Amendment No. 2 thereto dated September 14, 2012 ("**Security Agreement Amendment No. 2**"), Amendment No. 3 thereto dated November 21, 2012 ("**Security Agreement Amendment No. 3**") and Amendment No. 4 thereto dated April 9, 2013 ("**Security Agreement Amendment No. 4**"). The Security Agreement as amended by Security Agreement Amendment No. 1, Security Agreement Amendment No. 2, Security Agreement Amendment No. 3 and Security Agreement Amendment No. 4 is referred to herein as the "**Amended Security Agreement**". The Company and the Investors are each a "**Party**" and collectively the "**Parties**." Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amended Security Agreement.

**WHEREAS**, pursuant that certain Note and Warrant Purchase Agreement dated October 24, 2011 (the "**Bridge Financing Purchase Agreement**"), the Company previously issued and sold Notes (as defined in the Bridge Financing Purchase Agreement) in an aggregate principal amount of approximately \$4,000,000 and related Warrants (as defined in the Bridge Financing Purchase Agreement) (the "**Initial Bridge Financing**");

**WHEREAS**, pursuant to that certain Amendment No. 1 to Note and Warrant Purchase Agreement dated April 13, 2012 ("**Amendment No. 1**"), the Initial Bridge Financing was extended such that the Company issued and sold an additional \$3,000,000 in principal amount of Notes and related Warrants in a Second Closing (as defined in Amendment No. 1) on the terms and conditions as set forth therein (the Bridge Financing Purchase Agreement, as amended by Amendment No. 1 is referred to herein as the "**First Amended Purchase Agreement**");

**WHEREAS**, prior to the Second Closing, the Board of Directors and shareholders of the Company approved, and the Company filed with the Secretary of State of the State of Delaware, a Certificate of Amendment to the Company's Restated Certificate of Incorporation (the "**Charter Amendment**"), which implemented a special mandatory conversion provision (the "**Pay-to-Play Provision**") pursuant to which all shares of preferred stock of the Company (the "**Preferred Stock**") held by those holders of the Company's Series B-1 preferred stock who did not purchase their Pro Rata Share (as set forth on **Schedule II** to the First Amended Purchase Agreement in the column titled "Pro Rata Share") of the Notes and Warrants sold at the Second Closing (each such person, a "**Non-Participating Investor**") were automatically and without any further action on the part of the Company or such Non-Participating Investor converted, immediately prior to the consummation of the Second Closing into shares of common stock of the Company (the "**Common Stock**") at a conversion price for the relevant series of Preferred Stock equal to ten times (10x) the conversion price for such series of Preferred Stock that

otherwise was in effect, such that if one (1) share of such series of Preferred Stock otherwise was convertible into one (1) share of Common Stock immediately prior to the Second Closing, then as a result of the special mandatory conversion, each ten (10) shares of each series of Preferred Stock held by a Non-Participating Investor were automatically converted into one (1) share of Common Stock pursuant such special mandatory conversion provision;

**WHEREAS**, each of CHL Medical Partners III, L.P. and CHL Medical Partners III Side Fund, L.P. (together "**CHL Medical**") and Skyline Venture Partners V, L.P. ("**Skyline**") were parties to the Bridge Financing Purchase Agreement and participated in the Initial Bridge Financing, but did not participate in the Second Closing, with the effect that, effective immediately prior to the Second Closing, all shares of Preferred Stock held by each of Skyline and CHL Medical were automatically converted into Common Stock pursuant to the Pay-to-Play Provision set forth in the Charter Amendment;

**WHEREAS**, at the Second Closing, each of Skyline and CHL Medical also surrendered to the Company for cancellation the Notes and Warrants held by them;

**WHEREAS**, pursuant to Security Agreement Amendment No. 1, CHL Medical and Skyline were removed as parties to the Security Agreement and as holders of the security interest and lien granted thereunder;

**WHEREAS**, pursuant to that certain Amendment No. 2 to Note and Warrant Purchase Agreement dated September 14, 2012 ("**Amendment No. 2**"), the Initial Bridge Financing was further extended such that the Company issued and sold an additional \$1,368,042 in principal amount of Notes and related Warrants in a Third Closing and Fourth Closing (as defined in Amendment No. 2) on the terms and conditions as set forth therein;

**WHEREAS**, pursuant to that certain Amendment No. 3 to Note and Warrant Purchase Agreement dated September 14, 2012 ("**Amendment No. 3**"), the Initial Bridge Financing was further extended such that the Company issued and sold an additional \$2,060,000 in principal amount of Notes and related Warrants in a Fifth Closing and Subsequent Fifth Closing (as defined in Amendment No. 3) on the terms and conditions as set forth therein; and

**WHEREAS**, pursuant to that certain Amendment No. 4 to Note and Warrant Purchase Agreement dated April 9, 2013 ("**Amendment No. 4**"), the Initial Bridge Financing was further extended such that the Company issued and sold an additional approximately \$1,790,000 in principal amount of Notes and related Warrants in a Sixth Closing (as defined in Amendment No. 4) on the terms and conditions as set forth therein (the Bridge Financing Purchase Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 is referred to herein as the "**Amended Purchase Agreement**"); and

**WHEREAS**, concurrently herewith the Company and certain of the Investors are entering into that certain Note Purchase Agreement dated the date hereof (the "**2013 Purchase Agreement**") to allow the Company to issue and sell up to approximately \$320,000 in principal amount of secured convertible promissory notes in a new secured bridge loan transaction on the terms and conditions as set forth in the 2013 Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties hereby agree as follows:

**1. SECTION 1 OF THE SECURITY AGREEMENT.**

Section 1 of the Security Agreement is hereby amended and restated to read in its entirety as follows:

**“1. Purpose.** This Agreement is granted by the Company in favor of (i) the Investors purchasing September 2013 Notes (as defined below) pursuant to that certain Note Purchase Agreement dated as of September 26, 2013 (the **“2013 Purchase Agreement”**) and (ii) the Investors who have purchased and continue to hold Existing Notes (as defined below) issued pursuant to that certain Note and Warrant Purchase Agreement dated as of October 24, 2011 (the **“Original Purchase Agreement”**), as amended by Amendment No. 1 thereto dated as of April 13, 2012 (**“Amendment No. 1”**), Amendment No. 2 thereto dated as of September 14, 2012 (**“Amendment No. 2”**), Amendment No. 3 thereto dated as of November 21, 2012 (**“Amendment No. 3”**) and Amendment No. 4 thereto dated as of April 9, 2013 (**“Amendment No. 4”**) and together with the Original Purchase Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3, the **“2011 Purchase Agreement”**). The 2013 Purchase Agreement and the 2011 Purchase Agreement are collectively referred to as the **“Purchase Agreements”**. The Secured Convertible Promissory Notes (as may be amended, restated, modified or replaced from time to time) issued pursuant to the 2013 Purchase Agreement are referred to as the **“September 2013 Notes”**. The Secured Convertible Promissory Notes (as may be amended, restated, modified or replaced from time to time) issued pursuant to the 2011 Purchase Agreement are referred to as the **“Existing Notes”**. The September 2013 Notes and the Existing Notes are collectively referred to as the **“Notes”**. Under the Original Purchase Agreement and the Existing Notes issued thereunder, Investors loaned the Company the sum of approximately \$4,000,000. Under Amendment No. 1 and the Existing Notes issued thereunder, Investors loaned the Company an additional sum of approximately \$3,000,000. Under Amendment No. 2 and the Existing Notes issued thereunder, Investors loaned to the Company an additional sum of approximately \$1,368,042. Under Amendment No. 3 and the Existing Notes issued thereunder, Investors loaned to the Company an additional sum of approximately \$2,060,000. Under Amendment No. 4 and the Existing Notes issued thereunder, Investors loaned to the Company an additional sum of approximately \$1,790,000. Under the 2013 Purchase Agreement, the Investors purchasing September 2013 Notes pursuant thereto may loan the Company an additional sum of up to approximately \$320,000. The Company has agreed to secure all debt of the Company to Investors who continue to hold Notes in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Purchase Agreements, as applicable.”

**2. NEW SECTION 12 OF THE SECURITY AGREEMENT.**

The following new Section 12 is hereby added to the Security Agreement and the existing Section 12 is re-numbered as Section 13:

**“12. Seniority of September 2013 Notes.**

12.1 Each of the Investors and the Company acknowledge and agree that the September 2013 Notes shall be senior in all respects to the Existing Notes. Without limiting the foregoing, after the occurrence and during the continuance of an Event of Default (until the act or omission constituting such Event of Default is cured or such Event of Default is waived), all payments in respect of any Liabilities and all proceeds of the Collateral shall be applied as follows:

(a) first, ratably to pay the obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due to the holders of the September 2013 Notes until paid in full;

(b) second, ratably to pay interest due in respect of the September 2013 Notes until paid in full;

(c) third, ratably to pay principal of the September 2013 Notes (to be applied to principal installments in inverse order of maturity) until paid in full;

(d) fourth, ratably to pay the obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due to the holders of the Existing Notes until paid in full;

(e) fifth, ratably to pay interest due in respect of the Existing Notes until paid in full;

(f) sixth, ratably to pay principal of the Existing Notes (to be applied to principal installments in inverse order of maturity) until paid in full;

(g) seventh, to the ratable payment of all other obligations then due and payable to the Investors; and

(h) eighth, to the payment to or upon the order of Company or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

12.2 Each of the Investors and the Company agree that, notwithstanding any contrary provision contained in this Agreement or otherwise (i) the security interest securing all or any part of the Liabilities relating to the Existing Notes shall be subordinate, junior and inferior and postponed in priority, operation and effect to the priority, operation and effect of all of the security interest securing all or any part of the Liabilities relating to the September 2013 Notes, notwithstanding the order of perfection or order of filing or recording of any instrument or other document in any filing or recording office in any jurisdiction, (ii) any action taken by Investors holding Existing Notes shall be subject to the terms of this Agreement and (iii) the application of any proceeds of the Collateral shall be made in compliance with the terms of this Agreement.

### 3. AMENDMENT TO DEFINITION OF MAJORITY INTEREST

The defined term “**Majority Interest**” is hereby amended and restated to mean (i) Investors holding a majority of the principal amount outstanding under the Existing Notes and (ii) Investors holding a majority of the principal amount outstanding under the September 2013 Notes.

### 4. GENERAL.

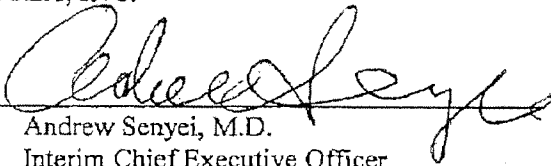
Except as expressly modified by this Amendment, all terms, conditions and provisions of the Amended Security Agreement shall continue in full force and effect as set forth therein. In the event of a conflict between the terms and conditions of the Amended Security Agreement and the relevant terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. Each Party represents and warrants to the other Parties that this Amendment has been duly authorized, executed and delivered by it and constitutes a valid and legally binding agreement with respect to the subject matter contained herein. Each Party agrees that the Amended Security Agreement as amended by this Amendment, constitutes the complete and exclusive statement of the agreement between the Parties, and supersedes all prior proposals and understandings, oral and written, relating to the subject matter contained herein. This Amendment shall not be modified or rescinded except in a writing signed by the Company and the Majority Interest. This Amendment shall be governed by California law, without regard to the conflicts of law provisions of the state of California or of any other state. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives:

COMPANY:

CELULA, INC.

By:



Andrew Senyei, M.D.  
Interim Chief Executive Officer

Address: 3030 Bunker Hill Street, Suite 100  
San Diego, CA 92109

*[Signature Page to  
Amendment No. 5 to Security Agreement]*

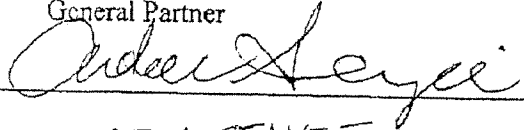
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**REEL: 005126 FRAME: 0900**



**INVESTORS:**

**ENTERPRISE PARTNERS VI, L.P.**

By: Enterprise Management Partners VI, LLC  
Its: General Partner

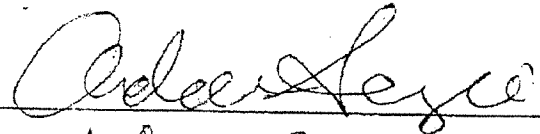
  
\_\_\_\_\_

Name: ANDREW SENYEI  
Title: General Partner

Address: 2223 Avenida de la Playa  
La Jolla, CA 92037-3218

**THE SENYEI FAMILY TRUST**

By:

  
\_\_\_\_\_

Name: Andrew Senyei  
Title: TRUSTEE

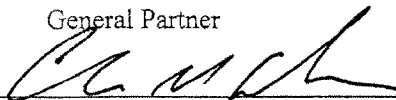
Address: 2223 Avenida de la Playa  
La Jolla, CA 92037-3218

*[Signature Page to  
Amendment No. 5 to Security Agreement]*

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VERSANT VENTURE CAPITAL II, L.P.  
VERSANT SIDE FUND II, L.P.  
VERSANT AFFILIATES FUND II-A, L.P.

By: Versant Ventures II, LLC  
Its: General Partner



Name: Charles M. Warden  
Title: Managing Director

Address: 3000 Sand Hill Road, Bldg. 4, Suite 210  
Menlo Park CA 94025

*[Signature Page to  
Amendment No. 5 to Security Agreement]*

KAISER PERMANENTE VENTURES LLC - SERIES A

By: 

Name: THOMAS MEIER

Title: SVP & TREASURER

Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

KAISER PERMANENTE VENTURES LLC - SERIES B

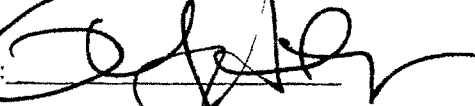
By: 

Name: THOMAS MEIER

Title: MANAGEMENT COMMITTEE

Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

THE PERMANENTE FEDERATION LLC - SERIES I

By: 

Name: GLEN HENTGES

Title: CEO

Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

THE PERMANENTE FEDERATION LLC - SERIES J

By: 

Name: GLEN HENTGES

Title: CEO

Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

*[Signature Page to  
Amendment No. 5 to Security Agreement]*

## SECURITY AGREEMENT

This SECURITY AGREEMENT ("*Agreement*"), is effective as of October 24, 2011 (this "*Agreement*"), between Celula, Inc., a Delaware corporation (the "*Company*"), and the Investors listed on the signature pages hereto (each an "*Investor*" and collectively, the "*Investors*").

**1. Purpose.** This Agreement is granted by the Company in favor of the Investors under that certain Note and Warrant Purchase Agreement, effective as of the date hereof (the "*Purchase Agreement*"), and (iv) the Secured Convertible Promissory Notes issued to Investors by the Company under the Purchase Agreement (as may be amended, restated, modified or replaced from time to time, the "*Notes*"). Under the Purchase Agreement and the Notes, Investors may loan the Company up to the sum of approximately \$4,000,000. The Company has agreed to secure all debt of the Company to Investors in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Purchase Agreement.

**2. Grant of Security Interest.** The Company hereby grants to Investors a security interest in and continuing lien on the Collateral (as defined in Section 3 below) to secure the payment of the Notes and all other loans and advances from Investors to the Company of any nature whatsoever arising under the Notes or the Purchase Agreements (including all renewals, modifications and extensions thereof), including, without limitation all interest, costs, expenses, and reasonable attorneys' fees incurred in connection therewith, which may be made or incurred by Investors in the disbursement, administration, and collection of such amounts, and in the protection, maintenance, and liquidation of the Collateral (collectively, "*Liabilities*"). This Agreement shall be and become effective when, and continue in effect, as long as any Liabilities of the Company to Investors are outstanding and unpaid and the Company will not, sell, assign, transfer, pledge or otherwise dispose of or encumber any Collateral to any third party while this Agreement is in effect except in accordance with the terms of the Purchase Agreements and this Agreement, subject to the Company's obligations to Comerica Bank pursuant to that certain Loan and Security Agreement dated as of September 8, 2006, as amended from time to time. This Agreement and the security interest granted herein together with all liens and security interests granted to secure the liabilities, indebtedness, and obligations secured hereby, shall terminate upon payment in full in cash or other consideration acceptable to Investors of such liabilities, indebtedness, and obligations (other than contingent obligations, liabilities, and indebtedness).

The security interest and lien granted hereunder shall be of first priority, except with respect to those assets described on Schedule A attached hereto, with respect to which the security interest and lien granted hereunder shall be of second priority.

**3. Collateral.** The "**Collateral**" covered by this Agreement is all of the assets of the Company, real and personal, tangible and intangible, which it now owns or shall hereafter acquire or create, immediately upon the acquisition or creation thereof, and includes, but is not limited to, the following:

3.1 Accounts. Accounts, documents, instruments, policies and certificates of insurance, chattel paper, rights to payment evidenced by chattel paper, health-care insurance receivables, deposit accounts, commercial tort claims, investment property, letter of credit rights, contract rights, general intangibles, intellectual property (including, without limitation, all US and foreign patents, patent applications, copyrights, trademarks, trademark applications, service marks, inventions, and discoveries), choses in action, including any right to any refund of any taxes heretofore or hereafter paid to any governmental authority (collectively, the "**Accounts**").

3.2 Inventory. All inventory and goods, now owned or hereafter acquired, including but not limited to, raw materials, work in process, finished goods, leased goods, tangible property, stock in trade, wares, and merchandise used in or sold in the ordinary course of business, including goods whose sale, lease or other disposition by the Company has given rise to any Accounts and which goods have been returned to, or repossessed by, or stopped in transit by the Company.

3.3 Equipment. All equipment and fixtures, including all machinery, furniture, furnishings, and vehicles, together with all accessions, parts, attachments, accessories, tools and dies, or appurtenances thereto, or appertaining, attached, kept, used, or intended for use in connection therewith, and all substitutions, improvements and replacements thereof and additions thereto.

3.4 Fixtures. All fixtures, whether now or to be hereafter attached, to any real property in which the Company has an interest.

3.5 Software. All computer programs and supporting information provided in connection with a transaction relating to such program(s).

3.6 Proceeds, Etc. Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards of all of the foregoing described properties or interests in properties, including all products of, and accessions to, such properties or interests in properties, and all cash or other property which were proceeds and are received by a bankruptcy trustee or otherwise as a preferential transfer to the Company.

Notwithstanding the foregoing provisions of this Section 3, the term "**Collateral**" shall not include any property of the Company: (a) that is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Section 9406 and Section 9408 of the California Uniform Commercial Code), or (b) where the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral.

**4. Perfection of Security Interest.** The Company shall execute and deliver to Investors, concurrently with the Company's execution of this Agreement and at any time or times hereafter at the request of Investors (and pay the cost of filing or recording same in all public offices deemed necessary by Investors), all financing statements, assignments, certificates of title, applications for vehicle titles, affidavits, reports, notices, schedules of Accounts, designations of inventory, letters of authority and all other documents that Investors may reasonably request, in form satisfactory to Investors, to perfect and maintain perfected Investors' security interests in the Collateral. In addition, the Company irrevocably authorizes Investors, their agents, attorneys, and representatives, to file financing statements, and amendments thereto, at the Company's expense, necessary to establish and maintain Investors' perfected security interest in the Collateral. In order to fully consummate all of the transactions contemplated hereunder, the Company shall make appropriate entries on its books and records disclosing Investors' security interests in the Collateral. Upon payment in full of the Notes, Investors hereby authorize the Company to file any and all termination statements necessary in Company's discretion to terminate Investors' security interests in the Collateral.

**5. Warranties.** The Company warrants and agrees that while any of the Liabilities remain unperformed and unpaid: (a) except for the security interest granted to Comerica Bank, the Company is the owner of the Collateral and if Inventory is represented or covered by documents of title, the Company is the owner of the documents; (b) the Company's exact legal name is as set forth above; (c) the Company is an organization of the type and organized in the jurisdiction set forth above, (d) the address of the Company's principal office is as set forth on the signature pages to this Agreement and the Company further warrants that the Collateral, wherever located, is covered by this Agreement; (e) the Collateral will not be used, nor will the Company permit the Collateral to be used, for any unlawful purpose, whatever, except to the extent such use would not materially and adversely impair Investors' rights with respect to the Collateral; (f) the Company will neither change its name, form of business entity, or organizational identification number if it has one without giving written notice thereof to Investors on or before the date that is thirty (30) days after the effective date of such change; and the Company agrees to modify all documents, instruments and agreements demanded by Investors to reflect such and to cause a UCC-1 financing statement to be filed to reflect such change, at the Company's expense prior to the date that is thirty (30) days after the effective date of such change; (g) the Company shall at all times maintain the Collateral in condition appropriate for its use by the Company in the Company's business; (h) the Company will indemnify and hold Investors harmless against claims of any persons or entities not party to this Agreement, other than persons or entities, including Comerica Bank, who hold liens, security interests, and encumbrances in the Collateral, concerning disputes arising over the Collateral; and (i) the Collateral is or will be located at the following address(es): 7360 Carroll Road Suite 200 San Diego, CA 92121.

**6. Covenants Concerning the Company's Legal Status.** The Company covenants with Investors as follows: (a) without providing at least thirty (30) days prior written notice to Investors, the Company will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Company does not have an organizational identification number and later obtains one, the Company shall forthwith notify Investors of such organizational identification number, and (c) the Company will not change its type of organization, jurisdiction of organization or other legal structure.

**7. Insurance, Taxes, Etc.** the Company shall (a) pay all taxes, levies, assessments, judgments and charges of any kind upon or relating to the Collateral, to the Company's business, and to the Company's ownership or use of any of its assets, income or gross receipts; (b) at its own expense, keep and maintain all of the Collateral fully insured against loss or damage by fire, theft, explosion and other risks in such amounts, with such companies, under such policies and in such form as shall be recommended by the Company's Board of Directors which policies shall contain a lender's loss payable endorsement, in a form satisfactory to the Investors, showing the Investors as an additional loss payee, and all such policies shall show the Investors as an additional insured and shall specify that the insurer must give at least 20 days notice to the Investors before canceling its policy for any reason; provided, however, that if no Event of Default (as that term is defined below) has occurred or is continuing, proceeds payable under any such policy shall be payable to the Company to replace the property subject to the claim, provided that any such replacement property shall be deemed Collateral for purposes of this Agreement, but if an Event of Default has occurred and is continuing, all proceeds payable under any such policy shall, at the Investors' option, subject to the security interest of Comerica Bank, be payable to the Investors to be applied on account of the Liabilities; (c) maintain at its own expense public liability and property damage insurance in such amounts with such companies, under such policies and in such form as shall be recommended by the Company's Board of Directors; and, upon Investors' request, shall furnish Investors with such policies and evidence of payment of premiums thereon. If the Company at any time hereafter should fail to obtain or maintain any of the policies required above or pay any premium in whole or in part relating thereto, or shall fail to pay any such tax, assessment, levy, or charge or to discharge any such lien or encumbrance, then Investors, without waiving or releasing any obligation or default of the Company hereunder, may at any time hereafter (but shall be under no obligation to do so) make such payment or obtain such discharge or obtain and maintain such policies of insurance and pay such premiums, and take such action with respect thereto as Investors deem advisable. All sums so disbursed by Investors, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall be part of the Company's Liabilities, secured hereby, and payable on demand.

**8. Sale, Collections, Etc.**

8.1 Until an Event of Default (as that term is defined below), each Investor authorizes and permits the Company to collect Accounts from account debtors. This privilege may be terminated by Investors at any time upon the occurrence of an Event of Default as set forth in this Agreement, and Investors thereupon shall be entitled to and have all of the ownership, title, rights, securities and guarantees of the Company in respect thereto, and in respect to the property evidenced thereby, including the right of stoppage in transit, and Investors

may notify any account debtor of the assignment of Accounts and collect the same; thereafter the Company will receive all payments on Account as agent of and for Investors and will transmit to Investors, on the day of receipt thereof, all original checks, drafts, acceptances, notes and other evidence of payment received in payment of or on account of Accounts, including all cash monies, similarly received by the Company. Until such delivery, the Company shall keep all such remittances separate and apart from the Company's own funds, capable of identification as the property of Investors, and shall hold the same in trust for Investors.

8.2 Until an Event of Default and, following an Event of Default until such time as Investors shall notify the Company of the revocation of such power and authority as a result of such Event of Default, the Company may (i) only in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by the Company for such purpose and (ii) use and consume any raw materials, work in process or materials, the use and consumption of which is necessary in order to carry on the Company's business; and the Company shall, at its own expense, endeavor to collect, as and when due all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as Investors may reasonably request or, in the absence of such request, as the Company may deem advisable. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt, other than transfers of Collateral securing non-recourse debt to the applicable debtholder.

**9. Waiver.** The Company waives all defenses and setoffs which could hinder or reduce the obligations of the Company under this Agreement.

**10. Information.** The Company shall permit Investors or their agents upon reasonable request to have access to and to inspect all the Collateral during the Company's regular business hours and may from time to time verify Accounts and chattel paper (to the extent consisting of Collateral), inspect, check, make copies of or extracts from the books, records and files of the Company to the extent relating to the Collateral, and the Company will make same available at any reasonable time for such purposes. In addition, the Company shall reasonably promptly supply Investors with financial and such other information concerning the Collateral as Investors may reasonably request from time to time.

#### **11. Event of Default.**

11.1 An Event of Default shall exist as and when provided under the Notes.

11.2 Upon the occurrence of an Event of Default, the Notes and all other Liabilities may (notwithstanding any provisions thereof) at the option of Investors and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and Investors may exercise from time to time any rights and remedies, including the right to immediate possession of the Collateral, available to them under applicable law. The Company agrees, in case of an Event of Default, to assemble, at its reasonable expense, all the Collateral at a convenient place acceptable to Investors and to pay all reasonable costs of Investors of collection of the Notes and all other Liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and reasonable expense of locating the Collateral and reasonable expenses of any repairs to any



realty or other property to which any of the Collateral may be affixed or be a part. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least ten days before such disposition, postage prepaid, addressed to the undersigned either at the address shown below, or at any other address of the undersigned appearing on the records of Investors.

11.3 THE COMPANY AGREES THAT INVESTORS SHALL, IN THE EVENT OF ANY EVENT OF DEFAULT, HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION ANY OF THE COLLATERAL. THE COMPANY WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

**12. General.** Time shall be deemed of the very essence of this Agreement. Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by the Delaware UCC, as amended, revised or replaced or any successor laws hereafter enacted ("*Delaware Uniform Commercial Code*"). Investors shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in their possession if they take such action for that purpose as the Company requests in writing, but failure of Investors to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of Investors to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by the Company shall not be deemed a failure to exercise reasonable care in the custody and preservation of such Collateral. Any delay on the part of Investors in exercising any power, privilege or right hereunder, or under any other instrument executed by the Company to Investors in connection herewith shall not operate as a waiver thereof, and no single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by Investors of any Event of Default by the Company shall not constitute a waiver of any subsequent Events of Default, but shall be restricted to the Event of Default so waived. All rights, remedies and powers of Investors hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or by the Delaware Uniform Commercial Code, or any laws now existing or hereafter enacted.

This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any applicable principles of conflicts of laws. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Investors hereunder shall inure to the benefit of their successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Company.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by telegram or fax, or seventy-two (72) hours after being deposited in the U.S. mail, as certified or registered mail (unless a receipt is requested, in which case delivery shall occur only upon actual delivery, with postage prepaid, addressed to the party to be notified at such party's address as set forth in the Purchase Agreements, or as subsequently modified by written notice.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior written and oral communications or understandings. This Agreement may be amended or supplemented and the observance of any term of this Agreement may be waived (either retroactively or prospectively) only by a writing signed on behalf of the Company and the Investors holding a majority of the principal amount outstanding under the Notes (a "**Majority Interest**"). The Company acknowledges receipt of a true and complete copy of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

INVESTORS AND THE COMPANY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, INVESTORS AND THE COMPANY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

The Company, for the benefit of itself and its successors and assigns, covenants and agrees, and each Investor for the benefit of itself and its successors and assigns and each successive holder of any Note, by his, her or its acceptance of the Note or any rights or remedies thereunder, likewise covenants and agrees, that:


- (a) no Investor may make any request or exercise any right or remedy with respect to the Company or the Collateral if the request or such exercise is inconsistent in any way with a request or exercise of any other Investor, unless a Majority Interest has elected to make such request or exercise such right or remedy; and
- (b) to the extent the request or exercise of any right or remedy of any Investor is inconsistent in any way with a request or exercise of any right or remedy of any other Investor, the Company shall have the right to refuse to accede to both requests and the exercise of the rights or remedies of both such Investors until such time and to the extent that a Majority Interest has provided written notice to the Company of the election of such request, right, or remedy, in which case the Company shall accede to the request or exercise of right and remedy elected by a Majority Interest to the extent of such Investors' right to make such request or exercise such right.

\* \* \* \* \*

The parties have executed this Security Agreement between Celula, Inc. and the Investors listed on the signature pages below, as of the date first written above.

**THE COMPANY:**

CELULA, INC.

By:   
Name: John Osth  
Title: President and CEO

**INVESTORS:**

**ENTERPRISE PARTNERS VI, L.P.**

By: Enterprise Management Partners VI, LLC

Its: General Partner



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Name: Carl Eiken

Title: Managing Director

Address: 2223 Avenida de la Playa

La Jolla, CA 92037-3218

[SIGNATURE PAGE TO SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005126 FRAME: 0912**

**VERSANT VENTURE CAPITAL II, L.P.  
VERSANT SIDE FUND II, L.P.  
VERSANT AFFILIATES FUND II-A, L.P.**

By: Versant Ventures II, LLC

Its: General Partner

*Charles Warden*

Name: Charles M. Warden

Title: Managing Director

Address: 3000 Sand Hill Road, Bldg. 4, Suite 210  
Menlo Park CA 94025

[SIGNATURE PAGE TO SECURITY AGREEMENT]

**TRADEMARK  
REEL: 005126 FRAME: 0913**

SKYLINE VENTURE PARTNERS V, L.P.  
By: Skyline Venture Management V, LLC  
Its: General Partner


By: 

John G. Freund  
Its: Managing Director  
Address: 525 University Avenue  
Suite 520  
Palo Alto, California 94301

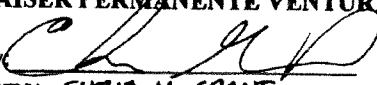
[SIGNATURE PAGE TO SECURITY AGREEMENT]

TRADEMARK  
REEL: 005126 FRAME: 0914

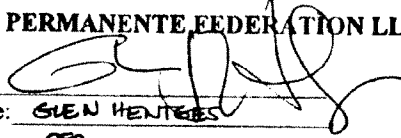
**KAISER PERMANENTE VENTURES LLC - SERIES A**

By:   
Name: THOMAS HEIER  
Title: SVP & TREASURER  
Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

**KAISER PERMANENTE VENTURES LLC - SERIES B**

By:   
Name: CHRIS M. GRANT  
Title: MANAGEMENT COMMITTEE  
Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

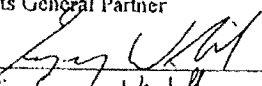
**THE PERMANENTE FEDERATION LLC - SERIES I**

By:   
Name: GWEN HENTGES  
Title: CFO  
Address: One Kaiser Plaza, 22nd Floor  
Oakland, CA 94612  
Attn: Chris M Grant

[SIGNATURE PAGE TO SECURITY AGREEMENT]

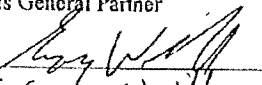
CHL MEDICAL PARTNERS III, L.P.

By: CHL Medical Partners III, LLC  
its General Partner

By:   
Name: Gregory Weinhoff  
Title: Vice President  
Address: 1055 Washington Blvd.  
Stamford, CT 06901  
Attn: Gregory M. Weinhoff, MD

CHL MEDICAL PARTNERS III SIDE FUND, L.P.

By: CHL Medical Partners III, LLC,  
its General Partner

By:   
Name: Gregory Weinhoff  
Title: Vice President  
Address: 1055 Washington Blvd.  
Stamford, CT 06901  
Attn: Gregory M. Weinhoff, MD

[SIGNATURE PAGE TO SECURITY AGREEMENT]



## SCHEDULE A

### **General**

All personal property of Company (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), installments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright (collectively, "Copyrights");

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark (collectively, "Trademarks and Servicemarks");

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing (collectively, "Patents"); and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

### **Intellectual Property**

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");

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;

Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

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");

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");

Any and all claims for damages by way of past, present and future infringement 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;

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;

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

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.

EXHIBIT A

**COPYRIGHTS**

Website: [www.celula-inc.com](http://www.celula-inc.com) – Copyright 2008

Software: mvs360 v8 – Copyright 2007; mvs360 v9 – Copyright 2010

EXHIBIT B

PATENTS

The following table includes patent applications registered/filed with foreign patent offices as well as the United States Patent and Trademark Office.

Description	Registration/ Application Number	Registration/ Application Date
Optical analysis, separation and sorting (US)	6,744,038	2004
Optical analysis, separation and sorting (US)	6,815,664	2004
Optical analysis, separation and sorting using absorption maxima (US)	6,833,542	2004
Optical gradient particle separation (US)	6,936,811	2005
Apparatus and methods for lateral switch in a microchannel network; Packaging of microchannel network in a self-contained, disposable cartridge; Detailed coverage of optical and microfluidic designs (US)	7,745,221	2010
Apparatus and methods for lateral switch in a microchannel network; Packaging of microchannel network in a self-contained, disposable cartridge; Detailed coverage of optical and microfluidic designs (US)	2008/0261295	2007
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (US)	2009/0042737	2008
Methods and Compositions for Differential Expansion of Fetal Cells in Maternal Blood and Their Use (US)	2011/0039258	2007
System and method for separating micro-particles (US)	2010/0117007	2009
System and method for separating micro-particles (Australia)	2002230696	2005
System and method for separating micro-particles (Canada)	2,428,078	2002
Optical analysis, separation and sorting (Australia)	2002241760	2006
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (Australia)	2004269406	2011
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (Canada)	2,536,360	2006
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (China)	200480028134.9	2006
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network (Europe)	2004782647	2006

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (Europe)	08797543.9	2010
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (Japan)	2010520339	2010
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (China)	200880107316.3	2010
Method for Correlated, Multi-Parameter Single Cell Measurements and Recovery of Remnant Biological Material (Hong Kong)	11102406.1	2011
Systems, Apparatus and Method for Biochemical Analysis (US)	61/507,966	2011
Devices and Methods for Transfer of Chemical or Biological Fluid (US)	61/418,758	2010
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (US)	20110086769	2009
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Europe)	09804104.9	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Japan)	not yet assigned	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (China)	200980157313.5	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Canada)	2,748,030	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (South Korea)	10-2011-7017360	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Australia)	not yet assigned	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Singapore)	201104612-5	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Indonesia)	W-00 2011 02597	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Vietnam)	not yet assigned	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (India)	5653/DELNP/2011	2011
Methods and Genotyping Panels for Detecting Alleles, Genomes, and Transcriptomes (Malaysia)	PI2011002905	2011
Genotyping DNA (US)	13/208,310	2011
Genotyping DNA	PCT/US11/47485	2011
Methods for Screening and Diagnosing Genetic Conditions (US)	61/424,597	2010
Methods and Compositions for Isothermal Whole Genome Amplification (US)	61/483,636	2011

EXHIBIT C

TRADEMARKS

The following table includes trademark applications registered/filed with foreign trademark offices as well as the United States Patent and Trademark Office.

Country: MARK	Registration/ Application Number	Registration/ Application Date
Australia: CELULA	1085006/ 1085006	18-Dec-2006/ 09-Nov-2005
Canada: CELULA	TMA737127/ 1280225	27-Mar-2009/ 14-Nov-2005
France: CELULA	4741856/ 07/3481599	10-Nov-2005/ 20-Jul-2007
Germany: CELULA	004741856/ 30669776.9/09	27-Aug-2007 10-Nov-2005
Italy: CELULA	0001184727/ RM2007C003400	07-Apr-2009 10-Nov-2005
Japan: CELULA	106289/2005/ 4968436	11-Nov-2005/ 07-Jul-2006
Korea: CELULA	2005-0004406/ 45-0018619	10-Nov-2005/ 15-Jan-2007
Taiwan: CELULA (Classes 5, 9, 10)	094054118/ 01249883	09-Nov-2005/ 01-Feb-2007
Taiwan: CELULA (Class 44)	094054117/ 01249825	09-Nov-2005/ 01-Feb-2007
United Kingdom: CELULA	2438737/ 2438737	10-Nov-2005/ 27-Jul-2007
United States: CELULA	78/628141/ 3314972	11-May-2005/ 16-Oct-2007
Australia: MICROSORTER	975167/ 975167	21-Oct-2003/ 08-Mar-2004
European Community: MICROSORTER	003421831/ 003421831	21-Oct-2003/ 29-Mar-2005

TRADEMARK