

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307514

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agility Capital, LLC		11/02/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
Montage Capital		11/02/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Alpha Innotech Corp.
Street Address:	2401 Merced Street
City:	San Leandro
State/Country:	CALIFORNIA
Postal Code:	94577
Entity Type:	CORPORATION: DELAWARE
Name:	Alpha Innotech Corporation
Street Address:	2401 Merced Street
City:	San Leandro
State/Country:	CALIFORNIA
Postal Code:	94577
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2101046	ALPHAIMAGER
Registration Number:	2094581	ALPHAEASE
Registration Number:	3525008	ALPHA VIEW
Registration Number:	3267757	CHROMALIGHT

CORRESPONDENCE DATA

Fax Number: 6508570663

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6508435000

Email: trademarks@cooley.com

Correspondent Name: Todd Bontemps c/o Cooley LLP

Address Line 1: 1299 Pennsylvania Avenue NW, Suite 700

TRADEMARK

Address Line 4:	Washington, D.C. 20004
ATTORNEY DOCKET NUMBER:	310213-20000
NAME OF SUBMITTER:	Todd S. Bontemps
SIGNATURE:	/TSB5/
DATE SIGNED:	06/12/2014
Total Attachments: 7 source=Agility Capital documents#page1.tif source=Agility Capital documents#page2.tif source=Agility Capital documents#page3.tif source=Agility Capital documents#page4.tif source=Agility Capital documents#page5.tif source=Agility Capital documents#page6.tif source=Agility Capital documents#page7.tif	

AGILITY CAPITAL

November 2, 2009

Alpha Innotech Corporation
2401 Merced Street
San Leandro, CA 94577

Attn: Jason Novi

Re: Loan Agreement Dated May 9, 2008

Dear Mr. Novi:

Reference is made to that certain Loan Agreement (the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), dated as of May 9, 2008, and amended on September 2, 2009 by and between Alpha Innotech Corp., a Delaware corporation ("Delaware Borrower") and Alpha Innotech Corporation, a California corporation ("California Borrower", collectively with Delaware Borrower ("Borrower")), and Agility Capital, LLC ("Lender").

Lender confirms and agrees that as of the date hereof, upon Lender's receipt of \$443,423 which is calculated as:

1. \$30,000 fee in lieu of adjusting warrants due to loan default;
2. \$220,288 on account of Agility Capital Warrant dated as of May 18, 2009 (314,697 shares x \$0.70)
3. \$83,000 on account of Agility Capital Warrant dated as of September 2, 2009 (100,000 shares x \$0.83)
4. \$110,135 on account of Montage Capital Warrant dated as of May 18, 2009 (157,335 shares x \$0.70),

the security interest granted under the Loan Agreement is terminated, the Loan Agreement and the above-named warrants are terminated, and the undersigned authorizes you or your successor to file termination statements in respect of any financing statements filed in connection with the Loan Agreement. This letter is effective through 5:00 pm Pacific Time, November 3, 2009. If any amount remains unpaid after such time, additional fees may be due.

October 29, 2009

Alpha Innotech Corporation/Cell Biosciences
Jason Novi

The wiring instructions to be used for Lender are listed below. Please provide funds to our account by 2:00 pm of the proposed funding day.

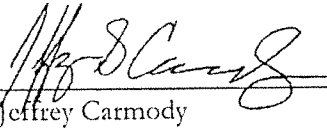
Bank Name	Montecito Bank & Trust	Phone Number	805.564.0260
Bank Address	1010 State Street	Account Name:	Agility Capital
	Santa Barbara, CA 93101	Account Number	192060095
Bank Contact	Melissa McEcheran	ABA Routing Number	122 234 783

Special Instructions Please indicate: Alpha Innotech Payoff.

This is the entire agreement between the parties with respect to the subject matter of this letter agreement. There are no other agreements or understandings, written or oral, express or implied.

Very truly yours,

Agility Capital, LLC

By: 
Name: Jeffrey Carmody
Its: Chief Operating Officer

ACCEPTED and AGREED to as of PAYOFF DATE:

Alpha Innotech Corporation/Cell Biosciences

By: _____
Name: Jason Novi
Its: Chief Financial Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 9, 2008 by and among Agility Capital, LLC and Montage Capital, LLC (collectively, "Lender") and Alpha Innotech Corp., a Delaware corporation and Alpha Innotech Corporation, a California corporation (each a "Grantor" and collectively, "Grantors").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantors (as amended from time to time, the "Loan Agreement") dated as of May 9, 2008. Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired. Capitalized terms used herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

2401 Merced Street
San Leandro, CA 94577
Attn:

ALPHA INNOTECH CORP.
(a Delaware corporation)

By: [Signature]

Title: CEO

ALPHA INNOTECH CORPORATION
(a California corporation)

By: [Signature]

Title: CEO

Address of Lender:

c/o 226 E. Canon Perdido Street, Suite F
Santa Barbara, CA 93101

AGILITY CAPITAL, LLC

By: [Signature]

Title: MANAGING DIRECTOR

MONTAGE CAPITAL, LLC

By: [Signature]

Title: MANAGING PARTNER

EXHIBIT A

Copyrights

709380 v2/HN

TRADEMARK
REEL: 005301 FRAME: 0880

EXHIBIT B

Patents.

Description	Serial / Patent Number	Application / Issue Date
Biochip detection system (reg)	09/140,164	08/26/98
	6,271,042	08/07/01
Optical analysis systems 1 (paired lenses) (reg)	10/758,140	01/15/04
	6,995,901	02/07/06

EXHIBIT C

Trademarks

Description	Serial / Registration Number	Application / Registration Date
ALPHA INNOTECH	2,899,329	11/02/04
ALPHAARRAY	2,647,340	11/05/02
ALPHAEASE	2,094,581	09/09/97
APHADIGIDOC	2,946,216	05/03/05
ALPHAIMAGER	2,101,046	09/30/97
ALPHAPART11EASE	3,073,380	03/28/06
ALPHAQUANT	3,024,798	12/06/05
ALPHASCAN	3,090,246	05/09/06
ARRAYEASE	2,647,341	11/05/02
CHEMIGLOW	2,955,090	05/24/05
CHEMIMAGER	2,618,323	09/10/02
CHOMALIGHT	3,267,757	07/24/07
FLUORCHEM	2,959,824	06/07/05
HELIX DESIGN	2,946,067	05/03/05
MULTIIMAGE	2,618,324	09/10/02
NOVARAY	2,716,583	05/13/03
XTRA AMP	2,735,044	07/08/03
XTRA BIND	2,834,723	04/20/04
XTRANA	2,655,426	12/03/02
ALPHA VIEW	77/186,144	05/21/07
SPECTRAPLEX	77/114,122	02/22/07

709380 v2/HN