# CH \$115.00 210

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM307516

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bridge Bank, National Association		11/02/2009	Association:

# **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

# **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

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: 9** 

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Bridge Bank, N.A. 55 Almaden Blvd San Jose, CA 95113

November 2, 2009

Alpha Innotech Corp., a Delaware corporation Alpha Innotech Corporation, a California corporation 2401 Merced Street San Leandro, CA 94577

Loan Number:

Factor

Borrower:

Alpha Innotech Corporation

In accordance with your request, please find below our demand figures for the above account/s. Once the above account/s have been paid in full, including any additional fees/charges that may not appear on this demand due to unforseen activity, the collateral file will be reviewed, and any collateral that's associated with the above loan will be released.

			EXIM Line
Net Principal:		\$578,560.69	\$302,247.59
Interest and fees to:	11/2/09	\$12,742.59	\$6,121.83
Credit Card/s balances:		\$0.00	\$0.00
Early Termination Fee		\$0.00	\$0.00
UCC Terminaction Fee		\$66.00	\$0.00
Unpaid Facility Fee		\$0.00	\$0.00
Late Fee*		\$0.00	\$0.00
Other		\$0.00	\$0.00
Total		\$591,369.28	\$308,369.42

Plus interest at

149.561 and 69.887 (EXIM) per diem on the foresaid principal to the date funds are actually received by Bridge Bank, N.A.

We reserve the right to amend or cancel our instructions at any time prior to payment of our above demand. An updated demand will be furnished upon request. Request for updates are subject to additional fees.

This demand will be subject to clearance of any checks in transit.

\*This figure is effective for 30 calendar days from the date of this letter unless there is a request for an updated demand or the principal balance changes.

Note Department

Cari Chandler 408-556-8317

Wire Instructions:

Include the borrower's name, loan number

Bank: Bridge Bank
ABA #: 121 143 260
Acct. #: 1011907090

REF #:

# Detail Postings for Period 01 Thru 12 Ending 12/31/2009

Account N	lumber/Desc	ription					· · · · · · · · · · · · · · · · · · ·	and the second s
Period	Date	Journal	Comments	Beginning Balance	Debit	Credit	Net Change	Ending Balance
10	10/23/2009	CR-009638	BRIDGE BANK REF:ADV102309			49,505.80		1,147,002.77-
10	10/23/2009	CR-009639	GE HEALTHCARE CHK: WIRE102309		5,672.00			1,141,330.77-
10	10/23/2009	CR-009640	FISHER SCIENTIFIC CHK: ACH102309		434.00			1,140,896.77-
10	10/23/2009	CR-009641	WHITEHEAD INSTITUT CHK: 616999		745.91			1,140,150.86-
10	10/23/2009	CR-009641	UNIV OF ARKANSAS F CHK: 23022057		25,781.00			1,114,369.86-
10	10/23/2009	CR-009641	FISHER SCIENTIFIC CHK: 4413595		1,755.10			1,112,614.76-
10	10/23/2009	CR-009641	WASHINGTON UNIV IN CHK: 872870		196.41			1,112,418.35-
10	10/26/2009	CR-009642	DEFENSE FINANCE & CHK: ACH102409		4,990.00			1,107,428.35-
10	10/26/2009	CR-009643	BIOZYM SCIENTIFIC CHK: WIRE102609		45,063.10			1,062,365.25-
10	10/26/2009	CR-009644	NYR LIMITED PTY CHK: WIRE102609		17,105.50			1,045,259.75-
10	10/26/2009	CR-009645	TEXAS A&M UNIVERSI CHK: ACH102609		100.62			1,045,159.13~
10	10/26/2009	CR-009646	GOVERNMENT SCIENTI CHK: 134520		5,601.60			1,039,557.53-
10	10/26/2009	CR-009646	GOVERNMENT SCIENTI CHK: 134816		16,861.16			1,022,696.37-
10	10/26/2009	CR-009646	UC SANTA BARBARA CHK: 2351148		5,537.50			1,017,158.87-
10	10/26/2009	CR-009646	MONTGOMERY COLLEGE CHK: 30015182		2,919.00			1,014,239.87-
10		CR-009646	UCLA CHK: 60480126		5,636.38			1,008,603.49-
10		CR-009646	CLEVELAND CLINIC H CHK: 2527688		661.10			1,007,942.39-
10		CR-009646	UNIV OF TEXAS SW M CHK: 613744		578.03			1,007,364.36-
10		CR-009646	HOWARD HUGHES MED. CHK: 30477445		25,300.00			982,064.36-
10		CR-009646	THE OHIO STATE UNI CHK: 1845149		7,513.00			974,551.36-
10		CR-009646	UNIVERSITY OF COLO CHK: 1958608		43,450.00			931,101.36-
10		CR-009646	UNIV OF MARYLAND M CHK: 197612		100.89			931,000.47-
10		CR-009646	TEXAS A&M UNIVERSI CHK: 070205		960.97			930,039.50-
10		CR-009646	ARRESTO BIOSCIENCE CHK: 3818		1,616.18			928,423.32-
10		CR-009651	PROLAB SALES INC. CHK; WIRE102609		4,020.80			924,402.52-
10		CR-009653	VWR INTERNATIONAL CHK: 21444766		328.00			924,074.52-
10		CR-009655	SANGAMO BIOSCIENCE CHK: 034642		4,195.00			919,879.52-
10		CR-009655	SYNTONIX PHARMACEU CHK: 0134763		1,200.11			918,679.41-
10		CR-009656	UTMDACC CHK: ACH102709		44,049.09			874,630.32-
10		CR-009657	SABIOSCIENCES CORP CHK: DEP101609		26.25			874,604.07-
10		CR-009658	FISHER SCIENTIFIC CHK: ACH102709		1,085.00			873,519.07-
10		JE-011876	Lobov CIE, Wire102209		8,000.00			865,519.07-
10		JE-011880	To record interest earned and UCC termin			15,289.21		880,808.28-
10		JE-011880	To record interest earned and UCC termin			18,930.42		899,738.70-
10		JE-011880	To record Loan payoff (11/02/09)		899,738.70			0.00
10		JE-011926	Reverse 11/02/09 loan payoff, JE 11880			899,738.70		899,738.70-
11	11/2/2009	JE-011952	To record Bridge Bank loan payoff - 11/0		899,738.70			0.00
			• • • •	2,029,000.00-	6,597,113.86	4,568,113.86	2,029,000.00	0.00
			Report Tol	al: 2,029,000.00-	6,597,113.86	4,568,113.86	2,029,000.00	0.00

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# Reprint Journals - General Journal

# Alpha Innotech Corporation (AIC)

/2/2009	T Dridge Dank loop novel 11/02/00				
	To record Bridge Bank loan payoff - 11/02/09  Description/Comment		E	marina Debit	Credit
	Bridge Bank Loan		8	99,738.70	
	• • • • • • • • • • • • • • • • • • • •				000 700 70
	Intercompany Payable - Cell Biosciences To record Bridge Bank loan payoff - 11/02/09				899,738.70
	,	Journal JE-011952 Totals:	8	99,738.70	899,738.70
	/	Source JE Totals:	8	99,738.70	899,738.70
		Report Totals:	8	99,738.70	899,738.70
		Bridge Bank Loan To record Bridge Bank Ioan payoff - 11/02/09 Intercompany Payable - Cell Biosciences	Bridge Bank Loan To record Bridge Bank Ioan payoff - 11/02/09 Intercompany Payable - Cell Biosciences To record Bridge Bank Ioan payoff - 11/02/09  Journal JE-011952 Totals: Source JE Totals:	Bridge Bank Loan To record Bridge Bank loan payoff - 11/02/09 Intercompany Payable - Cell Biosciences To record Bridge Bank loan payoff - 11/02/09  Journal JE-011952 Totals: 8 Source JE Totals: 8	Bridge Bank Loan To record Bridge Bank Ioan payoff - 11/02/09 Intercompany Payable - Cell Biosciences To record Bridge Bank Ioan payoff - 11/02/09  Journal JE-011952 Totals: 899,738.70 Source JE Totals:

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Page: 1

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 3, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and ALPHA INNOTECH CORP., ("Grantor") is made with reference to the Business Financing Agreement, dated as of September 3, 2008 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively; the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) 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;
- (h) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers

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or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:** 

ALPHA INNOTECH CORP.

...

Title:

Address for Notices:

Attn: Chief Financial Officer

2401 Merced Street San Leandro, CA 94577 Tel: (510) 483-9620

Fax: (510) 483-3227

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

Title:

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd. Ste. 100

San Jose, CA 95113 Tel: (408) 423-8500

Fax:(408) 423-8510

[Signature Page to Intellectual Property Security Agreement]

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# **EXHIBIT A**

# **COPYRIGHTS**

Please Check if No Copyrights Exist

I No Registered copyrights

Type of Work:	<u>Title:</u>	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Preregistered?
None.					
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# EXHIBIT B

# **TRADEMARKS**

Please Check if No Trademarks Exist \_\_\_\_\_

Mark / Title:	U.S. Serial	U.S. Registration	UPTO Reference	Filing Date:
	Number:	Number:	Number:	
CHROMALIGHT	78709377	3267757		09/08/05
ALPHASCAN	78638534	3090246		05/26/05
AlphaPart1 1Ease	78598720	3073380		03/30/05
ALPHAQUANT	78459219	3024798		07/29/04
CHEMIGLOW	78413790	2955090		05/05/04
ALPHADIGIDOC	78410752	2946216		04/29/04
FLUORCHEM	78410132	2959824		04/29/04
NOVARAY	78069949	2716583		06/19/01
ARRAYEASE	78069942	2647341		06/19/01
ALPHAARRAY	78069938	2647340		06/19/01
MULTIMAGE	78058447	2618324		04/13/01
CHEMIIMAGER	78058446	2618323		04/13/01
Alpha View	77186144	N/A		05/21/07
ALPHAEASE	75106531	2094581		05/20/96
ALPHAIMAGER	75106530	2101046		05/20/96

# **EXHIBIT C**

# **PATENTS**

Please Check if No Patents Exist \_\_\_\_\_

<u>Title:</u>	Patent Number:	Application Serial Number:	Issue Date:
	9		
Biochlp detection system	6271042	09140164	08/07/01
Optical analysis systems	6995901	10758140	02/07/06
Apparatus and methods relating to spatially light modulated microscopy	NONE	10260004	10/25/01
Optical analysis systems	NONE	10758497	01/15/04
Identifying indicia and focusing target	NONE	10762851	01/22/04
Method for composting organic waste together with its packaging cartons, boxes or crates on site	6749658	10091712	06/15/04
Light modulated microarray reader and methods relating thereto	6794658	10165168	09/21/07
Optical analysis systems	6853454	10758576	02/08/05
Method of and apparatus for extending signal ranges of digital images	6909459	10465013	06/21/05
Optical analysis systems	6995901	10758140	02/07/06
Multi-stage transmission	7156768	10758479	01/02/07
Methods and apparatus for imaging using a light guide bundle and spatial light modulator	7235047	10688783	02/26/07

**RECORDED: 10/07/2008** 

RECORDED: 06/12/2014

**TRADEMARK** REEL: 003894 PRMMR 1/0487 **REEL: 005301 FRAME: 0919**