

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                             |
| <b>NATURE OF CONVEYANCE:</b> | Termination of Trademark Security Interest |

**CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                |
|---|----------|----------------|----------------------------|
| Sanderling IV Biomedical Co-Investment Fund, L.P.       |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sanderling Venture Partners IV Co-Investment Fund, L.P. |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sanderling Venture Partners IV, L.P.                    |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sanderling IV Limited, L.P.                             |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sanderling IV Biomedical, L.P.                          |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sanderling (Feri Trust) Venture Partners IV, L.P.       |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Brentwood Affiliates Fund III, L.P.                     |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Brentwood Associates IX, L.P.                           |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sofinnova Venture Partners IV, L.P.                     |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sofinnova Venture Affiliates IV, L.P.                   |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Lombard North American Partners, L.P.                   |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| AMA98 Corporate, L.P.                                   |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| AMA98 Investors, L.P.                                   |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| AMA98 Ventures, L.P.                                    |          | 05/03/2005     | LIMITED PARTNERSHIP:       |
| Sequoia/BioSpace LLC                                    |          | 05/03/2005     | limited liability company: |
| GC&H Investments LLC                                    |          | 05/03/2005     | limited liability company: |
| Paulette Taylor   |          | 05/03/2005     | INDIVIDUAL:                |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Discovery Innovations, Inc. f/k/a BioSpace.com, Inc. |
| <b>Street Address:</b> | 245 11th Street                                      |
| <b>City:</b>           | San Francisco  |
| <b>State/Country:</b>  | CALIFORNIA   |
| <b>Postal Code:</b>    | 94103  |
| <b>Entity Type:</b>    | CORPORATION: CALIFORNIA                              |

CH \$65.00 76199798

PROPERTY NUMBERS Total: 2

| Property Type        | Number   | Word Mark     |
|----------------------|----------|---------------|
| Serial Number:       | 76199798 | BIOSPACELINKS |
| Registration Number: | 2143995  | INTRAMALL     |

**CORRESPONDENCE DATA**

Fax Number: (650)849-7400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6508435381  
Email: dsanchezbentz@cooley.com  
Correspondent Name: Diana Sanchez Bentz  
Address Line 1: Cooley Godward LLP, 5 Palo Alto Square  
Address Line 2: 3000 El Camino Real  
Address Line 4: Palo Alto, CALIFORNIA 94306

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Diana Sanchez Bentz |
| Signature:         | /dsb4232/           |
| Date:              | 05/04/2005          |

**Total Attachments: 20**

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant: Discovery Innovations, Inc.,  
formerly known as BioSpace.com, Inc.

Trademarks: 76/199,798 (BIOSPACELINKS)  
2,143,995 (INTRAMALL)

TERMINATION OF TRADEMARK SECURITY INTEREST

WHEREAS, Discovery Innovations, Inc., a California corporation, formerly known as BioSpace.com, Inc., having its principal offices at 245 11<sup>th</sup> Street, San Francisco, California 94103 (the “*Company*”), has adopted, used or had an intent-to-use the Trademark and Trademark Application listed above, now registered or in the process of registration in the United States Patent and Trademark Office;

WHEREAS, the Company has entered into that certain Intellectual Property Security Agreement dated November 28, 2001 (the “*Security Agreement*”), among the Company and the secured parties listed on Schedule 1 attached hereto (each, a “*Secured Party*” and, collectively, the “*Secured Parties*”), a true and correct copy of which was recorded by the United States Patent and Trademark Office on November 29, 2001, at Reel 2400, Frame 0447;

WHEREAS, the Company and the Secured Parties have now entered into that certain Termination Agreement and Release dated as of May 3, 2005 (the “*Termination Agreement*”), a true and correct copy of which is attached hereto and incorporated herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Parties, hereby:

1. release and reassign to the Company, any and all security interests, right, title and interest, including the goodwill associated thereto, of Secured Parties pursuant to the Security Agreement in the Trademarks, which are described more fully above, without recourse or representation or warranty, express or implied; and
2. authorize and request the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the Termination hereby given.

*(Termination Agreement and Signature Pages Follow)*

Schedule 1

SECURED PARTIES

Sanderling IV Biomedical Co-Investment Fund, L.P.  
Sanderling Venture Partners IV Co-Investment Fund, L.P.  
Sanderling Venture Partners IV, L.P.  
Sanderling IV Limited, L.P.  
Sanderling IV Biomedical, L.P.  
Sanderling (Feri Trust) Venture Partners IV, L.P.  
each having an office at:  
2730 Sand Hill Road, Suite 200  
Menlo Park, CA 94025-7067  
USA

Brentwood Affiliates Fund III, L.P.  
Brentwood Associates IX, L.P.  
each having an office at:  
3000 Sand Hill Rd., Bldg. 2, Suite 290  
Menlo Park, CA 94025  
USA

Sofinnova Venture Partners IV, L.P.  
Sofinnova Venture Affiliates IV, L.P.  
each having an office at:  
140 Geary Street, Tenth Floor  
San Francisco, CA 94108  
USA

Lombard North American Partners, L.P.  
600 Montgomery Street, 36<sup>th</sup> Floor  
San Francisco, CA 94111  
USA

AMA98 Corporate, L.P.  
AMA98 Investors, L.P.  
AMA98 Ventures, L.P.  
each having an office at:  
480 Cowper St., 2<sup>nd</sup> Floor  
Palo Alto, CA 94301  
USA

Sequoia/BioSpace LLC  
12 Lochhaven Court  
San Rafael, CA 94901  
USA

GC&H Investments LLC  
5 Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306  
USA

Paulette Taylor  
2730 Sand Hill Road,  
Suite 200  
Menlo Park, CA 94025-7067  
USA

## TERMINATION AGREEMENT AND RELEASE

THIS TERMINATION AGREEMENT AND RELEASE dated as of May 3, 2005 (this "*Agreement*"), is entered into by and among DISCOVERY INNOVATIONS, INC., a California corporation ("*Company*"), the secured parties listed on the signature pages hereto (each, a "*Secured Party*"; collectively, the "*Secured Parties*"), and AMA98 PARTNERS, L.P., as collateral agent on behalf of the Secured Parties (the "*Collateral Agent*").

### RECITALS

WHEREAS, pursuant to the terms more fully set forth in that certain Note and Warrant Purchase Agreement by and among the Secured Parties and the Company dated November 28, 2001 (as amended, modified or supplemented from time to time, the "*Purchase Agreement*"), the Secured Parties have previously provided the Company funds in the aggregate principal amount of Three Million Five Hundred Thirty Seven Dollars and Twelve Cents (\$3,000,537.12) (collectively, the "*Loans*"). The Loans are represented by those certain Secured Subordinated Convertible Promissory Notes dated November 28, 2001, executed by the Company in favor of the Secured Parties (as amended, modified or supplemented from time to time, collectively, the "*Notes*");

WHEREAS, to secure its obligations under the Notes, Company has granted to the Collateral Agent, on behalf of the Secured Parties, a security interest in all of its assets pursuant to that certain Security Agreement dated November 28, 2001 (as amended, restated or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated November 28, 2001 (as amended, restated, or otherwise modified from time to time, collectively, the "*Intellectual Property Security Agreement*", and, together with the Security Agreement, the "*Collateral Agreements*"), each by and among the Company, the Collateral Agent, and the Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Security Agreement;

WHEREAS, in connection with the Loans: (1) the Company has executed that certain Indemnification Agreement dated November 28, 2001 (the "*Indemnification Agreement*") in favor of the Indemnitees listed therein; and (2) certain of the Secured Parties and their affiliates have been issued warrants by the Company, including warrants to purchase common stock of the Company dated November 28, 2001 (collectively, the "*Warrants*"). The Purchase Agreement, the Notes, the Collateral Agreements, the Indemnification Agreement, the Warrants, and all other agreements and documents executed in connection with any of the foregoing shall hereinafter be referred to as the "*Loan Documents*";

WHEREAS, Company and Entelos, Inc., a California corporation (the "*Buyer*") desire to enter into a certain Asset Purchase Agreement (the "*APA*") attached as Exhibit A hereto, pursuant to which: (1) the Company shall sell and the Buyer shall acquire the Purchased Assets (as defined in the APA); and (2) the Buyer shall assume the Assumed Liabilities (as defined in the APA), in each case subject to the conditions and according to the terms set forth in the APA (the "*Asset Sale*");

**WHEREAS**, it is a condition precedent to the Asset Sale that the Company, the Secured Parties and the Collateral Agent enter into this Agreement in order to set forth the terms and conditions for the full and complete satisfaction of the Company's obligations under the Loan Documents and termination of the security interest and Liens against the Collateral;

**WHEREAS**, the Company, the Collateral Agent and the Secured Parties are willing to enter into this Agreement but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations set forth in this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

#### **AGREEMENT**

**SECTION 1. TERMINATION.** In consideration of the Company's agreement to pay the Consideration to the Secured Parties as provided in **Section 2**, below, the Secured Parties and the Collateral Agent hereby acknowledge and confirm as follows:

**1.1 Company Obligations.** Effective immediately on the date of this Agreement (the "**Effective Date**"): (a) all of the Company's obligations under the Loan Documents, including, without limitation, the Secured Obligations, and the Company's obligations under the Indemnification Agreement and the Warrants (collectively, the "**Company Obligations**") are hereby completely and irrevocably terminated in their entirety without any further action required on the part of any party; (b) the Company (or its successor in interest) agrees to provide the Consideration as set forth in **Section 2** below, as consideration for the complete satisfaction and discharge of the Company Obligations; and (c) neither any Secured Party nor the Collateral Agent shall have any rights or remedies under any Loan Document.

**1.2 Loan Documents.** Effective immediately on the Effective Date, the Loan Documents shall be completely and irrevocably terminated without any further action required by any party and the Secured Parties and the Collateral Agent waive any notice requirements set forth therein. The Secured Parties and the Collateral Agent agree to return originals of the Loan Agreement, the Security Agreement, the Notes, the Indemnification Agreement, the Warrants and each other Loan Document back to the Company, each duly marked "CANCELLED," within five (5) days of the Effective Date.

**1.3 Lien Releases; Termination Filings.** Effective immediately on the Effective Date, all liens and security interest of the Secured Parties and the Collateral Agent under the Collateral Agreements shall be completely and irrevocably terminated and the Secured Parties and the Collateral Agent hereby authorize the Company to file all UCC termination statements and filings with the US Patent and Trademark Office and US Copyright Office, along with all such lien releases and termination filings as the Company in its sole discretion deems necessary to evidence such termination.

**SECTION 2. CONSIDERATION.** In consideration of the complete and irrevocable satisfaction and discharge of the Company Obligations and the termination of the Loan Documents and the liens and security interest in the Collateral as provided in **Section 1**, above,

the Company hereby agrees (such agreement on the part of the Company referred to hereinafter as the "Consideration") to, either directly or through its successor in interest, including, without limitation, a liquidating trust or otherwise, as applicable, pay the Secured Parties up to 1,200,000 shares of the Buyer's Series C convertible preferred stock (subject to stock dividends, split ups, recapitalizations, reclassifications, combinations or exchange of shares, separations, reorganizations, liquidations or the like, the "*Series C Preferred Stock*") to be received by the Company pursuant to the APA as follows:

**2.1 Closing Shares.** Subject to the Company's receipt thereof, 200,000 shares of the Buyer's Series C Preferred Stock (subject to stock dividends, split ups, recapitalizations, reclassifications, combinations or exchange of shares, separations, reorganizations, liquidations or the like, the "*Closing Shares*"), to be distributed to the Secured Parties on a *pro rata* basis. For the purpose of this **Section 2.1**, *pro rata* share of any Secured Party shall be equal to the product obtained by multiplying (a) the aggregate number of Closing Shares, and (b) a fraction, the numerator of which is the amount of principal and accrued and unpaid interest outstanding under the Notes held by such Secured Party on the date of the distribution of the Closing Shares, and the denominator of which is the aggregate amount of principal and accrued and unpaid interest outstanding under all the Notes on such date.

**2.2 Earn-Out Shares.** Subject to the Company's receipt thereof, up to an additional 1,000,000 shares of the Buyer's Series C Preferred Stock to be received by the Company from escrow pursuant to the terms of the Earn-Out Procedure set forth in Section 2.6 of the APA (subject to stock dividends, split ups, recapitalizations, reclassifications, combinations or exchange of shares, separations, reorganizations, liquidations or the like, the "*Earn-Out Shares*"), to be distributed by the Company to the Secured Parties on a *pro rata* basis. For the purpose of this Section 2.2, *pro rata* share of any Secured Party shall be equal to the product obtained by multiplying (a) the aggregate number of Earn-Out Shares, and (b) a fraction, the numerator of which is the amount of principal and accrued and unpaid interest outstanding under the Notes held by such Secured Party on the date of distribution of Earn-Out Shares, and the denominator of which is the aggregate amount of principal and accrued and unpaid interest outstanding under all Notes on such date. Secured Parties and the Collateral Agent acknowledge that if no Earn-out Shares were delivered to the Company by the Buyer, Secured Parties shall not receive any additional shares and this Agreement shall remain in full force and effect.

**2.3 Share Restrictions.** As a condition to receiving any distribution of the Closing Shares or the Earn-Out Shares, as applicable, each Secured Party agrees to: (a) deliver to the Buyer the Representation Letter (as defined in the APA) and any other documents as the Buyer shall reasonably request in order to comply with applicable securities laws and restrictions; and (b) enter into, and become subject to the terms of, the Voting Agreement and Investor Rights Agreement (in each case, as defined in the APA).

**2.4 Non-Performance By Buyer.** The APA shall state that each Secured Party is a third party beneficiary with respect to certain provisions in the APA and the Secured Parties may exercise certain rights available to Seller as set forth in the APA. (the "*Surviving Rights*").

**SECTION 3. FINANCIAL INFORMATION.** Secured Parties and the Collateral Agent hereby acknowledge that: (1) they are fully aware of the financial condition of the Company and are executing and delivering this Agreement based solely upon their own independent investigation of all matters pertinent hereto, and not relying in any manner upon any representation or statement of the Company with respect thereto; (2) based on their independent financial due diligence and analysis, the Secured Parties and the Collateral Agent have concluded that entering into this Agreement and terminating the Company Obligations in exchange for the Consideration is in their best interests; and (3) they fully understand that if the facts, financial condition or asset valuations of the Company be found hereafter to be different from the facts, financial condition or asset valuations of the Company now believed to be true, they expressly accept and assume the risk of such possible difference in facts, financial condition or asset valuations of the Company and agree that this Agreement shall be and remain effective notwithstanding such difference in facts, financial condition or asset valuations of the Company.

**SECTION 4. BANKRUPTCY MATTERS.** After due inquiry and negotiation, the Secured Parties and the Collateral Agent hereby acknowledge that the termination of the Company Obligations and the release of the Collateral pursuant to this Agreement is made in exchange for fair and equivalent consideration. The Secured Parties and the Company agree that the Company is not entering into this Agreement or the APA with the intent to defraud, delay or hinder their respective creditors and the consummation of the transactions contemplated by this Agreement and the APA will not have any such effect. The transactions contemplated in this Agreement and the APA will not constitute a fraudulent conveyance or any act with similar consequences or potential consequences, or otherwise give rise to any right of any creditor of any Secured Party whatsoever to lodge any claim against the Company Obligations or the Collateral.

**SECTION 5. RELEASE AND WAIVER.**

**5.1 No Claims.** Each Secured Party and the Collateral Agent, on behalf of itself and its respective predecessors, successors (including, without limitation, any Chapter 7 or Chapter 11 Trustee), receivers, assigns, parent, subsidiary and other affiliated entities, agents, representatives, consultants, officers, directors, and managers (each a “**Releasing Party**”); collectively, the “**Releasing Parties**”) hereby agree that: (a) no Releasing Party has any claim or cause of action against the Company, or any of its predecessors, successors (including, without limitation, any Chapter 7 or Chapter 11 Trustee), receivers, assigns, parent, subsidiary and other affiliated entities, agents, representatives, consultants, officers, directors, and managers (each a “**Released Party**”); collectively, the “**Released Parties**”), except the obligations remaining to be performed under this Agreement and the transactions contemplated herein; and (b) each of the Released Parties has heretofore properly performed and satisfied in a timely manner all of its obligations to and contracts with the Releasing Parties, *provided however*, that the Surviving Rights shall not be affected by any releases or waivers set forth herein.

**5.2 Release.** Although each Released Party regards its conduct as proper and does not believe any Releasing Party to have any claim, cause of action, offset or defense against such Released Party in connection with the Loan Documents, the Loans thereunder or the transactions contemplated therein or herein, each Released Party wishes and each Releasing Party agrees to eliminate any possibility that any past conditions, acts, omissions, events, circumstances or matters could impair or otherwise affect any rights, interests, contracts or



remedies of such Released Party. Therefore, each unconditionally releases and waives: (a) any and all liabilities, indebtedness and obligations, whether known or unknown, of any kind of any Released Party, except the obligations remaining to be performed under this Agreement; (b) any legal, equitable or other obligations or duties, whether known or unknown, of any Released Party or to any Releasing Party (and any rights of any Releasing Party against any Released Party); (c) any and all claims under any oral or implied agreement, obligation or understanding with any Released Party, whether known or unknown, which is different from or in addition to the express terms of the any of Loan Documents; and (d) all other claims, causes of action or defenses of any kind whatsoever (if any), whether known or unknown, which any Releasing Party might otherwise have against any Released Party, on account of any condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time prior to the execution and delivery of this Agreement or which could arise concurrently with the effectiveness of this Agreement, *provided however*, that the Surviving Rights shall not be affected by any releases or waivers set forth herein.

**5.3 Waiver.** Each Releasing Party agrees that it understands the meaning and effect of, and expressly waives any rights or benefits available to it under, Section 1542 of the Civil Code of California, which provides:

Section 1542. Certain Claims Not Affected by General Release. A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES.**

**6.1 Secured Party and the Collateral Agent Representations and Warranties.** Each Secured Party and the Collateral Agent hereby represents, warrants and covenants to the Company that: (a) if it is a corporate entity, then such entity is validly formed, duly organized and in good standing under the laws of the state of its state of incorporation and each Secured Party and the Collateral Agent has full power, right and authority to enter into and perform this Agreement; (b) the execution and delivery of this Agreement, and the performance of this Agreement by such party, have been duly authorized by all requisite action on the part of such party; and (c) such party will perform in accordance with their terms all of the obligations that, by the terms of this Agreement, are required to be performed by such party.

**6.2 Company Representations and Warranties.** The Company hereby represents, warrants and covenants to the Secured Parties and the Collateral Agent that: (a) it is a corporation, validly formed, duly organized and in good standing under the laws of the state of California and has full power, right and authority to enter into and perform this Agreement; (b) the execution and delivery of this Agreement, and the performance of this Agreement by the Company, have been duly authorized by all requisite action on the part of the Company; and (c) the Company will perform in accordance with their terms all of the obligations that, by the terms of this Agreement, are required to be performed by the Company.

**SECTION 7. INDEPENDENT DECISION; ADVICE OF COUNSEL.** Each party to this Agreement acknowledges and represents that: (1) it has reviewed this Agreement in its entirety and in entering into this Agreement it has relied solely upon its own judgment, belief, knowledge, investigation, independent legal advice and/or research; (2) it has had the opportunity to be represented by counsel with respect to the negotiation, execution and implementation of this Agreement and all matters covered by and relating to this Agreement, and that it has had the opportunity to be, and has been, fully advised by said attorneys with respect to its rights and obligations and with respect to the consequences of executing this Agreement; (3) Cooley Godward LLP, outside general counsel to the Company, has negotiated the terms of this Agreement solely on behalf of the Company and not any other party to this Agreement; and (4) it intends to be bound by the terms of this Agreement.

**SECTION 8. DISCHARGE AND NOVATION.** This Agreement re-evidences, restates and supersedes in full the Loan Documents and evidences an immediate, automatic and irrevocable novation, release, relinquishment, discharge and termination of the Loans, the Loan Documents, the Company Obligations, and the security interests and liens granted under the Collateral Agreements.

**SECTION 9. THIRD PARTY BENEFICIARY.** Each of the Company, Secured Parties and the Collateral Agent hereby agree and acknowledge that the Buyer shall be a third party beneficiary of the terms of this Agreement and shall have the right to specifically enforce any and all provisions of this Agreement in accordance with their terms. The parties acknowledge that the Secured Parties shall be third party beneficiaries of the terms of the APA and shall have the right to specifically certain provisions of the APA in accordance with its terms as set forth in Section 9.8 of the APA.

**SECTION 10. MISCELLANEOUS.**

**10.1 Successors and Assigns.** This Agreement and all obligations of the parties hereunder shall be binding upon the parties hereto and their respective successors and assigns, including a liquidating trust or other entity if the Company dissolves.

**10.2 Governing Law.** This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the state of California (without giving effect to any conflict of laws principles).

**10.3 Waivers; Modifications.** None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Company, the Collateral Agent, and the Majority Lenders.

**10.4 Attorney Fees.** In the event that legal proceedings are commenced to enforce the terms of this Agreement, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorney fees incurred in enforcing the terms of this Agreement.

**10.5 Severability of Provision; Counterparts.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any

provision. This 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**10.6 Integration.** This Agreement represents the entire agreement about this subject matter, and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement merge into this Agreement.

**10.7 Headings.** The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

**[Signature pages follow]**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY

DISCOVERY INNOVATIONS, INC.,  
a California corporation

By: Scott C. Clarke  
Name: Scott C. Clarke  
Title: President & CEO

TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY

DISCOVERY INNOVATIONS, INC.,  
a California corporation

By:   
Name: DANIEL I RUBIN  
Title: \_\_\_\_\_

TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

520942 v6/HN

TRADEMARK  
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

**COLLATERAL AGENT AND SECURED PARTY**

**AMA98 PARTNERS, L.P.**  
as the Collateral Agent and as a Secured Party

By: *C. Taylor*  
Name: CRAIG C. TAYLOR  
Title: \*

**SECURED PARTY**

**AMA98 VENTURES, L.P.**

By: *C. Taylor*  
Printed Name: CRAIG C. TAYLOR  
Title: \*

**SECURED PARTY**

**AMA98 INVESTORS, L.P.**

By: *C. Taylor*  
Printed Name: CRAIG C. TAYLOR  
Title: \*

**SECURED PARTY**

**AMA98 CORPORATE, L.P.**

By: *C. Taylor*  
Printed Name: CRAIG C. TAYLOR  
Title: \*

\*  
Managing Member of Alloy Ventures 1988, LLC  
the general partner of AMA98 Corporate, L.P., AMA98 Investors, L.P.  
AMA98 Partners, L.P., AMA98 Ventures, L.P.

TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

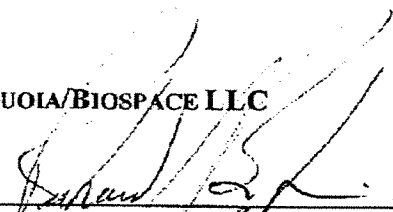
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SECURED PARTY

SEQUOIA/BIOSPACE LLC

By:   
Printed Name: R BORENSTEIN  
Title: MEMBER

TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SECURED PARTY

SANDERLING IV BIOMEDICAL  
CO-INVESTMENT FUND, L.P.

By: Fred A. Middleton  
Printed Name: Fred A. Middleton  
Title: General Partner

SECURED PARTY

SANDERLING VENTURE PARTNERS IV  
CO-INVESTMENT FUND, L.P.

By: Fred A. Middleton  
Printed Name: Fred A. Middleton  
Title: General Partner

SECURED PARTY

SANDERLING VENTURE PARTNERS IV, L.P.

By: Fred A. Middleton  
Printed Name: Fred A. Middleton  
Title: General Partner

SECURED PARTY

SANDERLING IV LIMITED, L.P.

By: Fred A. Middleton  
Printed Name: Fred A. Middleton  
Title: General Partner

SECURED PARTY

SANDERLING IV BIOMEDICAL, L.P.

By: Fred A. Middleton  
Printed Name: Fred A. Middleton  
Title: General Partner

TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

520942 v6/HN



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SECURED PARTY

SANDERLING (FERT TRUST) VENTURE PARTNERS IV, L.P.


By: *Fred A. Middleton*  
Printed Name: Fred A. Middleton  
Title: General Partner

TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

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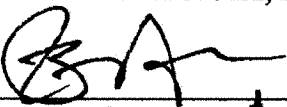
**SECURED PARTY**

**BRENTWOOD AFFILIATES FUND III, L.P.**

By:   
 Printed Name: Brian Agwood  
 Title: Managing Member

**SECURED PARTY**

**BRENTWOOD ASSOCIATES IX, L.P.**

By:   
 Printed Name: Brian Agwood  
 Title: Managing Member

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SECURED PARTY

SOFINNOVA VENTURE PARTNERS IV, L.P.

By: [Signature]  
Printed Name: Michael Powell  
Title: Managing Director

SECURED PARTY

SOFINNOVA VENTURE AFFILIATES IV, L.P.

By: [Signature]  
Printed Name: Michael Powell  
Title: Managing Director

TERMINATION AGREEMENT & RELEASE  
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SECURED PARTY

LOMBARD NORTH AMERICAN PARTNERS, L.P.

By: *[Signature]*

Printed Name: SCOTT SWEET

Title: Manager of LPP Managing Partners, LLC;  
the GP of Lombard Pacific Partners, LP;  
the manager of LNA Managing Partners, LLC;  
the General Partner

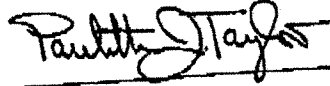
TERMINATION AGREEMENT & RELEASE  
SIGNATURE PAGE

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SECURED PARTY

PAULETTE TAYLOR



Paulette Taylor

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\*\* TOTAL PAGE.06 \*\*

TRADEMARK  
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SECURED PARTY

GC&H INVESTMENTS, LLC

By: 

Printed Name: John L. Cardoza

Title: Managing Member

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RECORDED: 05/04/2005

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