

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ARCTURUS BIOSCIENCE, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other CALIFORNIA
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/ 09/05

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal

Address:

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA Zip: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_  
See Attached List

B. Trademark Registration No.(s) \_\_\_\_\_  
See Attached List

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW,  
Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: \_\_\_\_\_

11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn  
Name of Person Signing

*Robin C. Dunn*  
Signature

November 29, 2005  
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**4 A and 4 B Recordation Form Cover Sheet Trademarks Only**

## Trademarks

<u>Description/Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VERITAS	78/543,455	01/06/05
PARADISE	78/299,554	09/12/03
HISTOGENE	76/259,252	05/18/01
RIBOAMP	76/259,251	05/18/01
ARCTURUS	76/242,889	04/19/01
PICOPURE	76/233,344	03/30/01
SYSTEMS FOR MICROGENOMICS	76/229,374	03/24/01
AUTOPIX	76/060,707	05/30/00
TRAC	75/521,638	07/20/98
CAPSURE	75/393,168	11/19/97
PIXCELL	75/392,285	11/18/97

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 9, 2005 by and between SILICON VALLEY BANK ("Bank") and ARCTURUS BIOSCIENCE, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated March 24, 2004 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) and that certain Loan and Security Agreement (Exim Facility) by and between Bank and Grantor dated September 20, 2005 (as the same may be amended, modified or supplemented from time to time, the "Exim Loan Agreement"). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement and the Exim Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the Exim Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the Exim Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and Exim Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Grantor will register with the United States Patent and Trademark Office its material Patents and Trademarks and additional material Patent and Trademark rights developed or acquired, including revisions or additions to any product before the sale or licensing of the product to any third party or if such rights are otherwise material.

Grantor represents and warrants to Bank that it now has no copyrights registered with the United States Copyright Office. Further, if and to the extent Grantor desires to so register any copyrightable materials, Borrower shall at such time (i) provide Bank with at least 15 days prior written notice of the proposed registration of any such copyrightable materials with the United States Copyright Office; (ii) provide Bank with a copy of the application for any such registration; and (iii) execute such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's security

Nov-09-05 10:45pm From:LEVY, SMALL&LALLAS

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interest therein and in the proceeds thereof, to the extent Bank determines that any additional action is required or desired.

Grantor will (i) protect, defend and maintain the validity and enforceability of the Intellectual Property, absent Bank's written consent to the contrary (which consent will not be unreasonably withheld) and promptly advise Bank in writing of material infringements of Intellectual Property material to the Grantor's business and (ii) not allow any Intellectual Property material to Grantor's business to be abandoned, forfeited or dedicated to the public without Bank's written consent, which will not be unreasonably withheld.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and the Exim Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Exim Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Exim Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Exim Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

400 Logue Avenue  
Mountain View, California 94043

Att: \_\_\_\_\_

GRANTOR:

ARCTURUS BIOSCIENCE, INC.

By: A. SCHMIT

Title: CEO

Address of Bank:

3003 Tasman Drive  
Santa Clara, California 95054

Att: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: [Signature]  
Title: Relationship Manager  
Samuel Thompson

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Laser capture microdissection vacuum hold-down	6,924,889	08/02/05
Automated laser capture microdissection	6,870,625	03/22/05
Laser capture microdissection optical system	6,700,653	03/02/04
Laser capture microdissection vacuum hold-down	6,697,149	02/24/04
Automated laser capture microdissection	6,690,470	02/10/04
Laser capture microdissection translation stage joystick	6,639,657	10/28/03
Processing technology for LCM samples	6,528,248	03/04/03
Laser capture microdissection optical system	6,512,576	01/28/03
Broadband absorbing film for laser capture microdissection	6,495,195	12/17/02
Laser capture microdissection method and apparatus	6,469,779	10/22/02
Laser capture microdissection optical system	6,215,550	04/10/01
Laser capture microdissection pressure plate and transfer arm	6,184,973	02/06/01
Laser capture microdissection analysis vessel	6,157,446	12/05/00
Method of manufacturing consumable for laser capture microdissection	5,985,085	11/16/99
Laser capture microdissection analysis vessel	5,859,699	01/12/99
Transfer film for laser microcapture	6,887,703	05/03/05
Precision laser capture microdissection utilizing short pulse length	6,420,132	07/16/02
Non-contact laser capture microdissection	6,743,601	06/01/04
Method of laser capture microdissection from a sample utilizing short pulse length	6,897,038	05/24/05

Nucleic acid amplification	6,794,141	09/21/04
Automated laser capture microdissection	10/989,206	11/15/04
Laser capture microdissection vacuum hold-down	10/722,272	11/25/03
Broadband absorbing film for laser capture microdissection	10/264,420	10/03/02
CONSUMABLE FOR LASER CAPTURE MICRODISSECTION	08/984,979	12/04/97
Transfer film for laser microcapture	10/827,151	04/19/04
Laser capture microdissection (LCM) extraction device and device carrier, and method for post-LCM fluid processing	09/844,187	04/26/01
Filtration column devices and methods of filtering therewith	09/882,530	06/15/01
Low volume filtration column devices and methods of filtering therewith	10/209,508	07/30/02
Road map image guide for automated microdissection	10/011,515	11/05/01
Interactive and automated tissue image analysis with global training and database and variable-abstraction processing in cytological specimen classification and laser capture microdissection applications	10/662,765	09/15/03
Apparatus and method for heating microfluidic volumes and moving fluids	10/765,536	01/27/04
Laser capture microdissection translation stage joystick	10/635,721	08/05/03
Reverse laser capture microdissection with polymer film	60/511,066	
Laser capture microdissection on inverted polymer films	60/518,029	
Laser microdissection apparatus and method	60/608,351	
Method and apparatus for laser microdissection with polymer film	60/608,351	
Method and apparatus for laser microdissection with inverted polymer film	60/608,352	

Automated microdissection instrument	60/613,038	
3' biased microarrays	10/769,476	01/30/04
Gene expression profiling from FFPE samples	10/329,282	12/23/02
Global linear non-biased nucleic acid amplification	10/805,171	03/19/04
Interpreting cytological specimens via molecular histological signatures	10/109,953	03/29/02
Nucleic acid amplification	10/942,252	09/15/04
Preservation of RNA quality and content in tissue sections during immunohistochemistry	10/647,031	08/21/03
Quantitative immunohistochemistry (QIHC)	10/080,435	02/22/02



EXHIBIT C

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TRAC	75/521,638	07/20/98
CAPSURE	75/393,168	11/19/97
PIXCELL	75/392,285	11/18/97

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date