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7/28/2011 10:09:19 AM PAGE

USPTO

7/28/2011 5:58:16 AM PAGE

4/011

6/013

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TO:BARBARA FRIESEN, C/O WSGR COMPANY:650 PAGE MILL ROAD

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 07/25/2011 900197914

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASTERAND INC.		07/22/2011	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	MR WM. BLAKE WINCHELL		
Street Address:	199 Fremont Street, 22nd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	INDIVIDUAL: United States citizen		

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85134759	PROCURE
Registration Number:	3700416	QUAD SET
Registration Number:	3034992	ASTERAND PARTNERS IN HUMAN TISSUE RESEARCH
Registration Number:	3018375	INDICATION SWITCH
Registration Number:	2593077	ASTERAND
Registration Number:	2770234	TARGETEVALUATOR
Registration Number:	2720343	
Registration Number:	2825429	PHARMAGENE
Registration Number:	2833467	PHASE ZERO

## **CORRESPONDENCE DATA**

Fax Number:

(650)493-6811

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

6508455968

Email:

bfriesen@wsgr.com

Correspondent Name:

Barbara Friesen, c/o WSGR

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6504936811 7/28/2011 10:09:19 AM PAGE 7/013 Fax Server

USPTO

7/28/2011 5:58:16 AM PAGE 5/011

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Address Line 1: 650 Page Mill Road Address Line 2: FH 2-1-K Address Line 4: Palo Alto, CALIFORNIA 94304 ATTORNEY DOCKET NUMBER: 23893.030 NAME OF SUBMITTER: Barbara Friesen Signature: /s/ Barbara Friesen Date: 07/25/2011 Total Attachments: 6 source=asterand#page1.tif source=asterand#page2.tif source=asterand#page3.tif source=asterand#page4.tif source=asterand#page5.tif source=asterand#page6.tif

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Fax Server

USPTO

7/28/2011 5:58:16 AM PAGE

Fax Server

Fax Server

8/013

6/011

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#### **GRANT OF SECURITY INTEREST**

#### IN INTELLECTUAL PROPERTY

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of July 22, 2011, is executed by ASTERAND INC., a Delaware corporation ("Debtor"), in favor of Wm. Blake Winchell, as collateral agent (the "Collateral Agent") for the benefit of the Represented Parties (as defined in the Security Agreement, defined below) set forth on the signature pages to the Security Agreement. All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement.

#### Recitals

- A. In connection with that certain Second Lien Security Agreement, of even date herewith (as amended from time to time, the "Security Agreement"), by and among Debtor, the other Pledgors (as defined therein) party thereto, the entities set forth on the signature pages thereto and the Collateral Agent;
- B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules A annexed hereto as part hereof (collectively, the "Patents");
- C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "<u>Trademarks</u>");
- D. Debtor owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");
- E. Schedule A, Schedule B, and Schedule C hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedules B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

#### Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Liabilities (as defined in the Security Agreement).

1. Debtor hereby grants to Collateral Agent a security interest to secure the prompt payment, performance and observance of the Liabilities in all right, title and interest of Debtor in and to the following property (collectively, the "Collateral"):

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TRADEMARK REEL: 004593 FRAME: 0377 6504936811 7/28/2011 10:09:19 AM PAGE 9/013 Fax Server

USPTO 7/28/2011 5:58:16 AM PAGE 7/011 Fax Server

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- a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;
- b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;
- c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights
- 2. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is:

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7/28/2011 10:09:19 AM PAGE 10/

USPTO

7/28/2011 5:58:16 AM PAGE

8/011

Fax Server

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

ASTERAND INC.

Name:

Title.

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TRADEMARK REEL: 004593 FRAME: 0379 6504936811 7/28/2011 10:09:19 AM PAGE Fax Server 7/28/2011 5:58:16 AM PAGE

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# SCHEDULE A

9/011

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### Patent Application and Patent Numbers

Patent Application/Patent Number	Date Filed	Patent Application/Patent Number	Date Filed
6444477	3/9/2002	7429607	9/30/2008
11019133	12/22/2004	7662839	2/16/2010
7326732	2/5/2008	12063421	9/8/2006
60626940	11/22/2004	12865321	
10583896	112/22/2004	10564010	7/23/2004

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SCHEDULE B

Trademark Application and Trademark Registration Numbers

7/28/2011 5:58:16 AM PAGE 10/011

Serial/Registration Number	Word Mark
85134759	PROCURE
3700416	QUAD SET
3034992	ASTERAND PARTNERS IN HUMAN TISSUE RESEARCH
3018375	INDICATION SWITCH
2593077	ASTERAND
2770234	TARGETEVALUATOR
2720343	(Device)
2825429	PHARMAGENE
2833467	PHASE ZERO

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6504936811 7/28/2011 10:09:19 AM PAGE 13/013 Fax Server

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7/28/2011 5:58:16 AM PAGE 11/011 Fax Server

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## SCHEDULE C

### **COPYRIGHTS**

Description	Registration Date	Registration No.
NONE		

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**RECORDED: 07/25/2011**