

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transgenomic, Inc.		03/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Third Security Senior Staff 2008 LLC
Street Address:	1881 Grove Avenue
Internal Address:	The Governor Tyler
City:	Radford
State/Country:	VIRGINIA
Postal Code:	24141
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1985679	DNASEP
Registration Number:	2482663	TRANSGENOMIC
Registration Number:	2276525	WAVE
Registration Number:	2511034	
Registration Number:	2579455	WAVE OPTIMIZED
Registration Number:	2508988	TRANSGENOMIC
Registration Number:	2691413	OLIGOSEP
Registration Number:	2737477	MUTATIONDISCOVERY.COM
Registration Number:	2845544	THE POWER OF DISCOVERY
Registration Number:	2700246	OPTIMASE
Registration Number:	3038985	SURVEYOR
Registration Number:	3784689	TRANSARRAY

CORRESPONDENCE DATA

900255131

TRADEMARK
 REEL: 005027 FRAME: 0042

CH \$315.00 1985679

Fax Number: 8043447999

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

Phone: 804-788-8331

Email: HWRITM@hunton.com

Correspondent Name: Stephen P. Demm - Hunton & Williams LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	55853.25
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	05/14/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 13, 2013 by and between (i) **THIRD SECURITY SENIOR STAFF 2008 LLC**, as administrative agent for the Lenders (defined in the Loan Agreement (defined herein)) ("**Agent**") and (ii) **TRANSGENOMIC, INC.**, a Delaware corporation with offices located at 12325 Emmet Street, Omaha, Nebraska 68164 ("**Grantor**").

RECITALS

A. The Agent and the Lenders have 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 Agent, the Lenders party thereto (Agent and Lenders are referred to herein as the "**Loan Creditors**") and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). The Loan Creditors are willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Loan Creditors, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Loan Creditors, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

A. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Loan Creditors, a security interest in all of Grantor's right, title and interest in, to and under the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

B. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Intellectual Property Security Agreement.

C. This Intellectual Property Security Agreement is a Loan Document.

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of the Loan Creditors, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the 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 Agent, of any or all other rights, powers or remedies.

[Signature page follows]

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

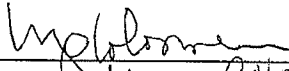
GRANTOR:

Address of Grantor:

TRANSGENOMIC, INC.

12325 Emmer Street
Omaha, NE 68164
Attn:

By:
Name:
Title:


Mark Colanese
CFO

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005027 FRAME: 0046

Address of Agent:

The Governor Tyler
1881 Grove Avenue
Radford, VA 24141

AGENT:

THIRD SECURITY SENIOR STAFF 2008 LLC

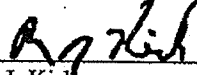
By: 
Name: Randal J. Kirk
Title: Manager, Third Security, LLC, which is
the Manager of Third Security Senior
Staff 2008 LLC

EXHIBIT C

Registered Trademarks

Jurisdiction	Serial No.	Reg. No.	Mark
CTM		CTM 3574183	TRANSGENOMIC
CTM		CTM 003574217	WAVE
CTM		CTM 003574241	OPTIMASE
CTM		CTM 1321439	Globe logo
US	74711282	1985679	DNASEP
US	75324093	2482663	TRANSGENOMIC
US	75348255	2276525	WAVE
US	75786806	2511034	(logo)
US	75816400	2579455	WAVE OPTIMIZED
US	75932196	2508988	TRANSGENOMIC
US	76075948	2691413	OLIGOSEP
US	76088845	2737477	MUTATIONDISCOVERY.COM
US	76325459	2845544	THE POWER OF DISCOVERY
US	76434875	2700246	OPTIMASE
US	76551361	3038985	SURVEYOR
US	77836714	3784689	TRANSARRAY

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