

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
Biotix Inc.		01/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85105404	FLEXFIT
Serial Number:	85105424	BIOTIX
Serial Number:	85283628	STATIX
Serial Number:	85576286	LAB-IN-A-TIP
Serial Number:	85576285	X-TIP
Serial Number:	85004928	DELTA FILTER
Serial Number:	85240438	A BETTER TIP
Serial Number:	85283631	XTREME QUALITY
Serial Number:	85240445	X-RESIN
Serial Number:	85240432	BLADE
Serial Number:	85105436	NEPTUNE
Serial Number:	85004927	BIOREADY
Serial Number:	85004926	LEAVE NOTHING BEHIND

CH \$365.00 85105404

Serial Number:

77530940

FLUID INNOVATION

CORRESPONDENCE DATA

Fax Number:

8586385130

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

Phone:

858-677-1400

Email:

susan.reynholds@dlapiper.com

Correspondent Name:

DLA Piper LLP (US)

Address Line 1:

4365 Executive Drive, Suite 1100

Address Line 4:

San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

329034-436

NAME OF SUBMITTER:

Troy Zander

Signature:

/s/ Troy Zander

Date:

01/28/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 22, 2013 by and between COMERICA BANK ("Bank") and BIOTIX INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor, BIOTIX HOLDINGS, INC. and BIOTIX CALIFORNIA (f/k/a BIOTIX) (collectively, "Borrowers") dated as of August 11, 2009 (as the same may be amended, modified, supplemented, extended or restated from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of October 15, 2010, that certain Second Amendment to Loan and Security Agreement dated as of March 8, 2011, that certain Third Amendment to Loan and Security Agreement dated as of August 11, 2011, that certain Fourth Amendment to Loan and Security Agreement dated as of March 7, 2012, that certain Fifth Amendment to Loan and Security Agreement dated as of April 5, 2012 and that certain Sixth Amendment to Loan and Security Agreement dated as of January 22, 2013, the "Agreement", capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the 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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Bank under the 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 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 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

BIOTIX, INC.

Address of Grantor:

9880 MESA RIM RD
S.D. CA 92121

Attn: Chief Executive Officer

By: 

Title: CFO

BANK:

COMERICA BANK

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Pipette tip handling devices and methods	12422250	4/11/09
Pipette tip handling devices and methods	12577003	10/09/09
Degradable fluid handling devices	12615212	11/9/09
Manufacture processes for assessing pipette tip quality	12685600	1/11/10
Anti-static pipette tip trays	12692426	1/22/10
Automated pipette tip loading devices and methods	12757851	4/9/10
Sample preparation devices and methods for processing analytes	12934967	1/21/11
Multicapillary sample preparation devices and methods for processing analytes	12934974	12/22/10
Antimicrobial fluid handling devices and methods of manufacture	12970657	12/16/10
Pipette tips	13011747	1/21/11
Pipette tip trays	13050780	3/17/11
Method for controlling connect and disconnect forces of a connector	8166623	5/1/12
Flexible pipette tips	8307721	11/13/12
Reagent reservoir	D629119	12/14/10
Pipette tip tray assembly	D632803	2/15/11
Fluid handling tube	D650088	12/6/11
Pipette tip	D663042	7/3/12
Reagent reservoir	D669596	10/23/12
Pipette tip handling device component	D673294	12/25/12
Automated pipette tip loading device set	D673295	12/25/12
Fluid handling tube	D668778	10/9/12
Manufacture processes for assessing pipette tip quality	13571928	8/10/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
FLEXFIT	85105404	8/11/10
BIOTIX	85105424	8/11/10
STATIX	85283628	4/1/11
LAB-IN-A-TIP	85576286	3/21/12
X-TIP	85576285	3/21/12
DELTA FILTER	85004928	4/2/10
A BETTER TIP	85240438	2/11/11
XTREME QUALITY	85283631	4/1/11
X-RESIN	85240445	2/11/11
BLADE	85240432	2/11/11
NEPTUNE	85105436	8/11/10
BIOREADY	85004927	4/2/10
LEAVE NOTHING BEHIND	85004926	4/2/10
FLUID INNOVATION	77530940	7/24/08