

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biosearch Technologies, Inc.		06/29/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited		
Street Address:	8 Canada Square, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3151625	CAL FLUOR	
Registration Number:	4178082	PILOTDX	
Registration Number:	4204434	STELLARIS	
Registration Number:	4422052	BIOSEARCH	
Registration Number:	4450439	BHQPLUS	
Registration Number:	4447453	BIOSEARCH TECHNOLOGIES	
Registration Number:	2883943	PULSAR	
Registration Number:	2883940	QUASAR	
Registration Number:	2883942	BLACK HOLE QUENCHER	
Registration Number:	2883941	BHQ	
Registration Number:	3053734	SUPERROX	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$290.00 3151625

TRADEMARK

ATTORNEY DOCKET NUMBER:	042354/460075
NAME OF SUBMITTER:	Laura Kees
SIGNATURE:	/Laura Kees/
DATE SIGNED:	07/02/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated June 29, 2015, is made by Biosearch Technologies, Inc., a California corporation "**Grantor**", in favor of HSBC Corporate Trustee Company (UK) Limited, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined in the Facilities Agreement referred to below).

WHEREAS LGC Science Holdings Limited (the "**Parent**"), the Borrowers party thereto and the Guarantors party thereto have entered into a Senior Facilities Agreement dated as of March 14, 2014, among Commerzbank AG, London Branch, The Governor and Company of the Bank of Ireland, HSBC Bank PLC, Societe Generale, London Branch, GE Corporate Finance Bank SAS and ING Bank N.V., London Branch, as Mandated Lead Arrangers, the Original Lenders, HSBC Bank PLC as the Facility Agent and HSBC Corporate Trustee Company (UK) Limited as the Security Agent, as amended and restated by an Amendment Agreement dated March 27, 2015 (as so amended and restated, and as otherwise amended, restated, amended and restated, extended, supplemented or modified from time to time, the "**Facilities Agreement**"; the terms defined therein being used herein as therein defined).

WHEREAS, the Grantor and LGC Rhone Inc. have executed and delivered that certain Security Agreement dated as of June 29, 2015 made by the Grantor and LGC Rhone Inc. to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor' right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in any United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application and/or any registration that issues therefrom under applicable federal law), together with the goodwill symbolized thereby;;
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 2. Security for Obligations. Subject to clause 21.11 (Guarantee Limitations) of the Facilities Agreement, the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all money or liabilities and all other present and future obligations at any time due, owing or incurred by any Group Company and by each Debtor (as defined in the Intercreditor Agreement) to any Secured Party under any Senior Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, together with interest thereon (all such obligations being the "**Secured Obligations**"). Without limiting the generality of the foregoing, this Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Obligor to any Secured Party under the Senior Finance Documents but for the fact that such Secured Obligations are limited, unenforceable or not allowable due to the existence of a bankruptcy, insolvency, reorganization, moratorium or similar laws or proceeding relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, in each case involving a Senior Finance Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks, and any of their officers, agents or representatives, as applicable, record this IP Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
2199 South McDowell Boulevard,
Petaluma, CA 94954-6904 USA
415 887 8025
Chief Operating Officer

BIOSEARCH TECHNOLOGIES, INC.

By: 
Name: SIMON PARSONS
Title: CHIEF FINANCIAL OFFICER

[Signature Page to IP Security Agreement]

Schedule A

Patents

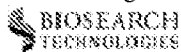
Appl. No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
FLOURESCENCE ENERGY TRANSFER PROBES WITH STABLIZED CONFORMATIONS					
09/591,185	8-Jun-2000	-	-	7,160,996	9-Jan-2007
11/520,152	13-Sep-2006	2007-0059752	15-Mar-2007	-	-
DARK QUENCHERS FOR DONOR-ACCEPTOR ENERGY TRANSFER "BHQ"					
09/567,863	9-May-2000	-	-	7,019,129	28-Mar-2006
95/001,711	15-Aug-2011	-	-	7,019,129 C1	10-May-2013
11/192,705	29-Jul-2005	2005-0272088	8-Dec-2005	7,109,312	19-Sep-2006
95/001,712	15-Aug-2011	-	-	7,109,312 C1	22-Feb-2013
11/437,991	19-May-2006	2007-0154898	5-Jul-2007	7,582,432	1-Sep-2009
95/001,710	15-Aug-2011	-	-	7,582,432 C1	31-May-2013
12/546,927	25-Aug-2009	2010-0021922	28-Jan-2010	8,440,399	14-May-2013
12/765,844	22-Apr-2010	2011-0092679	21-Apr-2011	8,633,307	21-Jan-2014
12/852,387	6-Aug-2010	2011-0178280	21-Jul-2011	8,410,255	2-Apr-2013
11/226,852	13-Sep-2005	2006-0035262	16-Feb-2006	-	-
14/066,041	29-Oct-2013	2014-0187763	3-Jul-2014	-	-
14/158,521	17-Jan-2014	2014-0323703	30-Oct-2014	9,018,369	28-Apr-2015
14/318,932	30-Jun-2014	2014-0316118	23-Oct-2014	8,946,404	3-Feb-2015
STABILIZED NUCLEIC ACID DARK QUENCHER-FLUOROPHONE PROBES "BHQplus"					
12/416,901	1-Apr-2009	2009-0259030	15-Oct-2009	8,466,266	18-Jun-2013
13/193,517	28-Jul-2011	2011-0282041	17-Nov-2011	8,674,094	18-Mar-2014
14/215,272	17-Mar-2014	2014-0194611	10-Jul-2014	-	-
LUMINESCENT METAL ION COMPLEXES					
10/690,806	21-Oct-2003	2004-0146895	29-Jul-2004	7,635,762	22-Dec-2009
12/644,002	21-Dec-2009	2010-0130733	27-May-2010	8,119,781	21-Feb-2012
13/356,451	23-Jan-2012	2012-0208190	16-Aug-2012	-	-
INDUCIBLE FLUORESCENCE ASSAY					
11/177,998	8-Jul-2005	2006-0194218	31-Aug-2006	7,635,598	22-Dec-2009

Appl. No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
CYANINE DYES "Quasar"					
11/051,666	4-Feb-2005	2005-0214833	29-Sep-2005	7,705,150	27-Apr-2010
12/652,625	5-Jan-2010	2010-0136567	3-Jun-2010	8,436,153	7-May-2013
13/179,345	8-Jul-2011	2012-0115133	10-May-2012	-	-
WATER SOLUBLE FLUORESCENT COMPOUNDS "Quasar"					
11/482,288	7-Jul-2006	2007-0021621	25-Jan-2007	7,868,157	11-Jan-2011
12/955,794	29-Nov-2010	2011-0294118	1-Dec-2011	-	-
XANTHENE DYES "CAL Fluor"					
10/824,175	13-Apr-2004	2005-0170363	4-Aug-2005	7,344,701	18-Mar-2008
12/036,926	25-Feb-2008	2008-0214811	4-Sep-2008	-	-
12/941,931	8-Nov-2010	2011-0054165	3-Mar-2011	-	-
09/344,226	25-Jun-1999	-	-	6,750,357	15-Jun-2004
COLUMN FOR SOLID PHASE PROCESSING					
10/011,966	5-Nov-2001	-	-	6,761,855	13-Jul-2004
MULTI-CHANNEL REAGENT DISPENSING APPARATUS AND METHOD					
10/012,729	7-Dec-2001	2003-0109060	12-Jun-2003	6,696,298	24-Feb-2004
CONTROLS FOR PCR REACTIONS					
13/283,538	27-Oct-2011	-	-	-	-
COSMIC QUENCHER					
61/990,913	9-May-2014	-	-	-	-

Application No.	Filing Date	Title
61/996,902	04/29/2014	Compounds Compositions and Methods Including Thermally Labile Moieties
61/851,276	03/06/2013	Molecular Imaging and Related Methods
13/999,508	03/04/2014	Molecular Imaging and Related Methods
62/125,431	01/20/2015	Coumarin-Based Compounds and Related Methods

Schedule B

Trademarks

Trademark	App. No. & Filing Date	Reg. No. & Reg. Date
CAL Fluor	78370629 20040219	3151625 20061003
PilotDx	85355302 20110624	4178082 20120724
Stellaris	85287616 20110406	4204434 20120912
Biosearch	85912636 20130423	4422052 20131022
BHQPlus	85875002 20130313	4450439 20131217
Biosearch Technologies & Design 	85912640 20130423	4447453 20131210
Pulsar	76/546975 20030925	2883943 20040914
Quasar	76546972 20030925	2883940 20040914
Black Hole Quencher	76/546974 20040324	2883942 20040914
BHQ	76/546973 20030925	2883941 20040914
SuperROX	78/469798 20040818	3053734 20060131