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Form PTO-1595

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OMB No. 0651-0027 (exp. 5/31/200)

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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):

CARTESIAN TECHNOLOGIES, INC.

2. Name and address of receiving party(ies)

Name: GENOMIC SOLUTIONS INC.

Internal Address:

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 4355 Varsity Drive
Suite E

City: Ann Arbor State: MI Zip: 48108

Execution Date: 08-07-01

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s): 6063339

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 1

Additional numbers attached? ☐ Yes ☒ No

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

Name: Victor F. Ptasznik, Esq.

Internal Address: vptasznik@jafferaitt.com

Street Address: Jaffe, Raitt, Heuer & Weiss
One Woodward Ave., Suite 2400

City: Detroit State: MI Zip: 48226

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Victor F. Ptasznik

Name of Person Signing

Signature

9/12/01

Date

Total number of pages including cover sheet, attachments, and documents: 15

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

09/27/2001 DBYRME 00000017 6063339

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PATENT
REEL: 012188 FRAME: 0053

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated August 7, 2001 (this "Agreement") is executed by Cartesian Technologies, Inc., a California corporation (the "Borrower") to and for the benefit of Genomic Solutions Inc., a Delaware corporation (the "Lender").

RECITALS

- A. Pursuant to a Promissory Note of even date herewith (the "Promissory Note"), Lender has agreed to loan to Borrower, the sum of up to \$500,000 (the "Loan").
- B. As security for the Loan and the other obligations of Borrower under the Promissory Note, Lender has required, and Borrower has agreed to enter into this Agreement and grant to Lender a security interest in and to all of Borrower's assets.
- C. Comerica Bank ("Comerica") has extended credit to Borrower pursuant to documents ("Comerica Loan Documents") as more particularly described in a written consent letter from Comerica executed or to be executed contemporaneously with this Agreement ("Comerica Consent").
- D. The obligation of Lender to advance the Loan (or any part thereof) and effectiveness of this Agreement is subject to the receipt by Lender of the original executed Comerica Consent.

AGREEMENT

In consideration of the facts set forth in the Recitals, the execution and delivery of the Promissory Note and the making of the Loan, Borrower hereby agrees for the benefit of Lender as follows:

1. **Definition of Collateral.** The term "Collateral", as used herein, shall mean individually and collectively, the "Accounts", "Chattel Paper", "Deposit Accounts", "Inventory", "Equipment", "Documents", "Instruments", "Fixtures", "Investment Property", "Letter-of-Credit Rights" and "General Intangibles", as such terms are now or hereafter defined in the Uniform Commercial Code of the jurisdiction whose law governs the perfection of a security interest therein, including the assets described on the attached **Exhibit A**.

2. **Creation Of Security Interest.** Borrower does hereby grant to and create in favor of the Lender, its successors and assigns, a continuing security interest in the Collateral, to secure the full and prompt payment and performance of all obligations owed by Borrower to Lender under the Promissory Note and this Agreement (collectively the "Obligations") including without limitation:

(a) All sums evidenced by that Promissory Note made by Borrower to Lender concurrently herewith, together with interest as therein provided, as the same may be modified, renewed, extended, amended or replaced from time to time; and

(b) Any and all other debts, obligations, covenants and liabilities of Borrower to Lender arising out of or related to the Promissory Note or this Agreement, whether payment of principal, interest, or fees, performance of covenants, or otherwise, whether now existing or hereafter arising, whether voluntary or involuntary, whether or not jointly owed with others, whether direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, arising by operation of law, or otherwise, whether or not from time to time decreased or extinguished and later increased, created or incurred, and whether or not extended, modified, rearranged, restructured, refinanced, or replaced, including without limitation, modifications to interest rates or other payment terms of such debts, obligations, covenants or liabilities.

3. **Security Interest Absolute.** Borrower agrees that all rights of Lender and the security interests granted to Lender hereunder, shall be absolute and unconditional, irrespective of:

- (a) any lack of validity or enforceability of any of the Promissory Note;
- (b) the failure of Lender or any holder of the Promissory Note:
 - (i) to assert any claim or demand or to enforce any right or remedy against the Borrower or any other person or entity under the Promissory Note or otherwise, or
 - (ii) to exercise any right or remedy against any guarantor of, or collateral securing, any Obligations;
- (c) any change in the time, manner or place of payment of, or in any other term of, all any of the Obligations or any other extension, compromise or renewal of any Obligations;
- (d) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Borrower hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;
- (e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Promissory Note;

- (f) any addition, exchange, release, surrender or nonperfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Obligations; or
- (g) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Borrower, any surety or any guarantor.

4. **Borrower's Warranties And Representations.** In addition to any representations and warranties of Borrower set forth in the Promissory Note, which are incorporated herein by this reference, Borrower hereby warrants and represents that:

(a) **Authority.** It has full authority, and has completed all proceedings and obtained all approvals and consents necessary, to execute, deliver, and perform this Agreement and the transactions contemplated hereby;

(b) **No Default or Lien.** The execution, delivery, and performance of this Agreement will not contravene, or constitute a default under or result in a lien upon any property of Borrower pursuant to any applicable law or regulation or any contract, agreement (including, without limitation, the Comerica Loan Documents), judgment, order, decree, or other instrument binding upon or affecting Borrower;

(c) **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation of Borrower, enforceable in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of Loan ors rights generally, or by equitable principles relating to enforceability (regardless of whether the application of such principles is considered in a proceeding in equity or at law). This Agreement grants to Lender a valid, enforceable lien on and security interest in the Collateral. There are no other financing statements or liens filed against the assets of Borrower other than Comerica Bank;

(d) **Ownership.** It has rights in or the power to transfer the Collateral and its title to the Collateral is free and clear of all claims, interests, charges, options, liens, encumbrances and defects of title of any kind whatsoever other than the a security interest granted to Comerica Bank;

(e) **No Dispute.** No material dispute, right of setoff, counterclaim or defenses exist as of the date hereof with respect to any of the Collateral, except as may be permitted under the Promissory Note;

(f) **Location of Collateral.** All Collateral consisting of goods is located in California and North Carolina; and

(g) **Legal Name and State of Incorporation.** The Borrower's exact legal name is as set forth in the first paragraph of this Agreement and Borrower is incorporated as a corporation in the State of California.

5. **Borrower's Covenants.** In addition to all covenants of Borrower set forth in the Promissory Note, which are incorporated herein by this reference, Borrower hereby agrees:

(a) **Preservation of Collateral.** Borrower shall, at its own expense, from time to time, replace and repair all parts of the Collateral as may be broken, worn, damaged or otherwise in need of repair (unless caused by ordinary wear and tear and obsolescence), and shall keep the Collateral in every respect in good working order and repair as applicable. Lender may cause necessary replacements and repairs to be made if not promptly or fully preformed by Borrower. The cost of replacements and repairs made by Lender and the cost of necessary labor, supplies or parts furnished by Lender for use on or in connection with the Collateral shall be a lien thereon, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Promissory Note.

(b) **Use Of Collateral.** The Collateral will be used exclusively in connection with the conduct of Borrower's present business, unless Lender gives its written consent to another use.

(c) **Possession of Collateral.** Except in the ordinary course of Borrower's business or if otherwise permitted by this Agreement, Borrower will not sell, exchange, lease, encumber or pledge the Collateral, create any security interest therein (except that created by this Agreement), or otherwise dispose of the Collateral or any of Borrower's rights therein or under this Agreement without the prior written consent of Lender, which consent will not be unreasonably withheld, conditioned or delayed unless Comerica has withheld, conditioned or delayed its consent with respect to the same request. Borrower will not permit any other security interest to attach to any of the Collateral, permit the Collateral to be levied upon under any legal process, or permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement.

(d) **Inspection of Collateral.** Lender shall have the right to inspect the Collateral at any time within normal business hours following reasonable written notice and to inspect Borrower's books and records with respect thereto.

(e) **Location of Borrower's Business.** Borrower will promptly notify Lender of any change of the state of its incorporation.

(f) **Removal.** The Collateral will be kept at Borrower's business premises and service locations in the States of California and North Carolina, and shall not be removed therefrom without the written consent of Lender. So long as no Event of Default has occurred and is continuing, Borrower may, after not less than 30 days prior written notice to Lender and the execution, delivery and filing of all financing statements or amendments and

other documents necessary to establish, continue and maintain a valid security interest in the Collateral, relocate Collateral within the United States. Removal of any of the Collateral by Borrower, or its agents, servants or employees in violation of this subsection, shall be deemed a willful taking, an unlawful conversion and a default under this Agreement. Use of the Collateral or the sale of any inventory in the regular and ordinary course of Borrower's business shall not constitute a prohibited removal of the Collateral for the purpose of this Agreement.

(g) **Payment of Taxes, etc.** Borrower shall pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral. In the event Borrower fails to pay those taxes, assessments, charges, encumbrances or liens on or before the tenth (10th) day following receipt of a written notice to pay from Lender, it shall be lawful for Lender to pay and discharge them, and the amounts expended by Lender in the payment or discharge of those taxes shall be a lien upon the Collateral, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Promissory Note.

(h) **Defense of Litigation.** Borrower shall appear in and defend any action or proceeding that may affect its title to, or Lender's interest in, the Collateral.

(i) **Insurance.** Borrower shall keep the Collateral insured against loss and damage by casualty, theft and other perils under an "all risk" policy, and shall insure against public liability, under policies issued by insurance companies in the amounts (including deductibles) specified in the insurance certificate attached as **Exhibit B**, or if no exhibit is attached, as approved by Lender in compliance with the requirements of this Agreement. On or before August 17, 2001, Borrower shall deliver a copy of the insurance policy covering the Collateral together with an insurance certificate showing Lender as a loss payee thereunder as its interest may appear in accordance with a standard lender loss payee endorsement, copy of which shall be attached. In the event Borrower fails to pay insurance premiums on or before the tenth (10th) day following receipt of a written notice to pay from Lender, Lender may obtain the required insurance, and the premiums and expenses thereof shall be a lien on the Collateral, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Note.

(j) **Compliance with Laws.** Borrower shall comply with all laws, regulations, and ordinances relating to the possession, operation, maintenance, and control of the Collateral.

(k) **Further Assurances.** Borrower shall, at its sole cost and expense, procure, execute, and deliver from time to time any endorsements, notifications, registrations, assignments, financing statements, certificates of title, copyright mortgages, assignments, or mortgages of patents, and other documents and instruments deemed necessary or appropriate by Lender to perfect, maintain, and protect its security interest in the Collateral hereunder and the priority thereof; and to take such other actions as Lender may request to protect the value

of the Collateral and of Lender's security interest in the Collateral, including, without limitation, provision of assurances from third parties regarding Lender's access to, right to foreclose on or sell, Collateral and right to realize the practical benefits of such foreclosure and sale.

- (l) **Payment of Lender's Costs and Expenses.** If Lender commences proceedings for the purpose of collecting any monies which may be secured in any way by this Agreement, or to recover, collect or protect its interest in the Collateral by reason of a default or breach by Borrower, Borrower agrees to pay Lender's reasonable attorneys' fees, additional advances and debts, and all costs, fees, charges and expenses in connection therewith; together with any and all disbursements incurred by Lender in connection with the collecting, taking, maintaining and disposing of the Collateral, including all premiums on bonds and undertakings, fees for public officers, custodians, auctioneers, charges for use and occupancy of premises and for electric current; all of which shall be a lien upon the Collateral, secured by this Agreement and payable on demand with interest at the highest default rate set forth in the Promissory Note. Counsel fees and disbursements are in no event to affect, but are to be paid in addition to, any statutory court costs and disbursement.
- (m) **Delivery of Financial Statements.** Borrower shall deliver to Lender, on or before the 15th day of every month in which the Promissory Note remains outstanding, monthly un-audited financial statements of Borrower prepared internally in accordance with generally accepted accounting principles (with footnotes omitted), consistently applied, and certified by an officer of Borrower to be true, correct and complete in all material respects. In addition, Borrower will provide to Lender, audited financial statements of Borrower for Borrower's fiscal year ending October 31, 2001 within five days of completion of such audited statements but in no event later than March 1, 2002. In addition, Borrower shall deliver to Lender a copy of all documents, reports and certificates required under the Comerica Loan Documents simultaneous with their delivery to Comerica Bank.
- (n) **Additional Liens.** Borrower will not grant a security interest in or lien upon any of its assets to any party, other than Comerica, without the prior written consent of Lender.
- (o) **Comerica Credit Facility.** Borrower will not increase the maximum amount of indebtedness it may borrow under the Comerica Loan Documents or accept any new Comerica credit facility not in existence as of the date of this Agreement without the prior written consent of Lender. Borrower agrees to deliver to Lender copies of any amendments, extensions or renewals of the

Comerica Loan Documents (or documents evidencing any other Comerica credit facility approved by Lender) simultaneous with their execution and delivery to Comerica.

6. Application of Insurance Proceeds.

(a) Lender may retain and apply all insurance proceeds paid on account of any damage or injury to or destruction of the Collateral, or any portion thereof, to the reduction of the Obligations then outstanding. Any such reduction of the outstanding amount of the Obligations resulting from the application by Lender of any insurance proceeds to Obligations shall be deemed to take effect only on the date of Lender's actual receipt of such insurance proceeds and its application of same against the Obligations then outstanding. If, prior to the receipt by Lender of any insurance proceeds, the Collateral or any portion thereof shall have been sold by foreclosure or other enforcement of this Agreement, Lender shall have the right to receive insurance proceeds to the extent of any deficiency found to be due upon such sale or other enforcement. Anything contained in this Agreement to the contrary notwithstanding, Lender shall not be deemed to be trustee or other fiduciary with respect to its receipt of any insurance proceeds.

(b) Lender may elect, at its sole option, to receive all such insurance proceeds, and to impose reasonable and customary conditions on the disbursement of such insurance proceeds to the Borrower for the sole purpose of the Borrower's repair, replacement or restoration of the Collateral. Borrower covenants thereafter to continue diligently to complete such repair, replacement or restoration. It is understood and agreed that Lender shall have no obligation whatsoever to see to the proper application of any such insurance proceeds so paid to Borrower notwithstanding any damage to, or destruction of, or injury to the Collateral or any portion thereof by fire or other casualty and, notwithstanding the receipt of any insurance proceeds by Lender hereunder, all payments due and payable under the Promissory Note shall continue to be paid according to the terms thereof. Any insurance proceeds remaining in Lender's possessions after completion of such repair, replacement or restoration shall be retained by Lender and applied to the reduction of the Obligations then outstanding in the manner provided under the Promissory Note.

7. Default. A default under this Agreement shall be deemed to exist upon the occurrence of any of the following (an "Event of Default"):

(a) **Default Under Promissory Note.** An Event of Default occurs and continues under the Promissory Note;

(b) **Misrepresentation By Borrower.** Any representation or warranty by Borrower hereunder, shall be inaccurate or incomplete in any material respect; or

(c) **Breach of Covenant.** The material non-compliance or nonperformance of, any of Borrowers covenants or agreements under the Promissory Note or this Agreement;

(d) **Default under Comerica Loan Documents.** An event of default occurs under the Comerica Loan Documents.

8. **Remedies.** Upon the occurrence of any such Event of Default, Lender may, at its option, and without notice to or demand on Borrower and in addition to all rights and remedies available to Lender under the Promissory Note, at law, in equity, or otherwise, do any one or more of the following:

(a) **General Enforcement.** Foreclose or otherwise enforce Lender's security interest in any manner permitted by law, or provided for in this Agreement.

(b) **Sale, etc.** Sell, lease, or otherwise dispose of any Collateral at one or more public or private sales at Lender's place of business or any other place or places, whether or not such Collateral is present at the place of sale, on such terms and in such manner as Lender may determine. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be deemed to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) **Assembly of Collateral.** Require Borrower to assemble the Collateral and make it available to Lender or a third party to be designated by Lender.

(d) **Take Possession of Collateral.** Enter onto property where any Collateral is located and take possession thereof with or without judicial process.

(e) **Preparation of Collateral for Sale.** If Lender shall reasonably determine that preparation of the Collateral for sale is appropriate taking into account the Lender's risk of not being able to collect the preparation costs from the proceeds of sale, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Lender deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent, or technical process used by Borrower.

(f) **Manner of Sale.** Borrower shall be given ten (10) business days prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made, which notice Borrower hereby agrees shall be deemed reasonable notice thereof. Secured Party may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title or the like. If Lender sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser, received by the Lender and applied to the Obligations. In the event the purchaser fails to pay for the Collateral, Lender may resell the Collateral and Borrower shall be credited with the proceeds of the sale.

(g) **Delivery to and Rights of Purchaser.** Upon any sale or other disposition pursuant to this Agreement, Lender shall have the right to deliver, assign, and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Lender) shall hold the Collateral free from any claim or right of whatever kind, including any equity or rights of redemption of Borrower and Borrower specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(h) **Application of Proceeds from Sale.** Out of the monies arising from the sale and/or collection of the Collateral, Lender shall retain any and all sums then owing to Lender under the Promissory Note or this Agreement, including all additional advances and debts, and all costs, fees, charges and expenses in connection therewith, with interest, including reasonable attorneys' fees, disbursements, premiums on bonds, custodians' fees, fees of public officers, auctioneer's fees, plus advertising and labor, disbursements for use and occupancy of premises and any and all other disbursements made by the Lender in connection with the taking, maintaining, storage and disposing of the Collateral, tendering the excess (if any) to Borrower or its successors or assigns. If for any reason the Collateral shall fail to satisfy all of the foregoing items, Borrower shall pay to Lender the resulting deficiency upon demand.

9. **Cumulative Rights.** The rights, powers, and remedies of Lender under this Agreement shall be in addition to all rights, powers, and remedies given to Lender by virtue of any statute or rule of law, the Promissory Note or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Lender's security interest in the Collateral.

10. **Waiver By Borrower.** If Lender shall at any time obtain or be entitled to possession of any of the Collateral, either with or without legal process, it shall not be necessary for Lender to remove it from Borrower's premises. Borrower hereby authorizes and empowers Lender to keep the Collateral in Borrower's place of business, and to remove any locks thereon and put Lender's own lock on those premises or on any other premises where the Collateral may be located until five days after the sale of the Collateral sold from those premises. To the extent permitted by law, Borrower waives any and all claims of any nature, kind or description which it has or may claim to have against Lender or its representatives, by reason of taking possession, selling or collecting the Collateral. Borrower expressly waives the right to a jury trial in any action or proceeding between the parties.

11. **Waiver Of Breach.** The acceptance of any partial payment by Lender after maturity, or the waiver of any breach or default, shall not constitute a waiver of any other or subsequent breach or default or prevent Lender from immediately pursuing any or all its remedies hereunder, or under any other document providing additional security to Lender.

12. **Termination.** This Agreement shall terminate upon payment in full and the performance and satisfaction of all Obligations. Upon such termination the Lender shall terminate the UCC financing statements filed against Borrower in accordance with Section 9-513(c) of the applicable jurisdiction's Uniform Commercial Code and assign, transfer and deliver without recourse and without warranty to the Borrower any Collateral previously delivered to the Lender (and any property received in respect thereof) as has not theretofore been sold or otherwise applied pursuant to the provisions of this Agreement; provided however, that this Agreement shall be automatically reinstated effective as of the original date of execution of this Agreement, if at any time payment, in whole or in part, of any of the Obligations is reduced, rescinded or must otherwise be restored or returned by the Lender for any reason whatsoever, including the bankruptcy, insolvency, dissolution, liquidation or reorganization of the Borrower or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to Borrower the Borrower or any of its property or otherwise.

13. **Miscellaneous Provisions.**

(a) **Binding Effect.** This Agreement shall bind and inure to the benefit of Borrower and Lender and their respective successors and assigns.

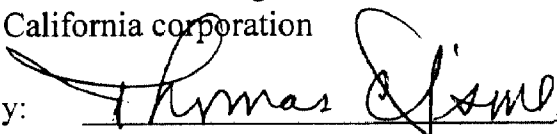
(b) **Entire Agreement.** This Agreement together with the Promissory Note constitute the entire agreement of Borrower and Lender with respect to the subject matter hereof and thereof, superseding all prior and contemporaneous negotiations, agreements and understandings whether written or oral. Notwithstanding the foregoing, the parties acknowledge that the terms and conditions of this Agreement and the Promissory Note may be subject to the terms and conditions of the Intercreditor Agreement, to the extent both Comerica and Lender have security interests in the Collateral.

(c) **Modification.** This Agreement may be amended only by a written instrument executed by both the Borrower and the Lender.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without regard to conflicts of laws principles.

Executed on the day and year set forth above.

Cartesian Technologies, Inc.
a California corporation

By: 

Title: President
"Borrower"

STATE OF CALIFORNIA

COUNTY OF Orange

)
) ss.
)

On August 9, 2001, before me Kathryn Bram,
personally appeared Thomas C. Tisone, personally
known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Kathryn Bram
Notary Public in and for said
County and State



0796576.06

EXHIBIT A

THE COLLATERAL

The Collateral covered by this Agreement shall consist of all of the assets described below which Borrower now owns or shall hereafter acquire or create, immediately upon the acquisition or creation thereof. Enumeration of specific items within general types of Collateral is for the purpose of convenient reference and illustration and shall not limit the scope of the security interest created under this Agreement.

1. **Accounts, etc.** All present and future accounts, and other rights of Borrower to the payment of money no matter how evidenced, all chattel paper, instruments, and other writings evidencing any such rights, and all goods repossessed or returned in connection therewith.

2. **Inventory.** All inventory of Borrower, now owned or hereafter acquired, and all raw materials, works in process, materials used or consumed in Borrower's business and finished goods, together with all additions and accessions thereto and replacements thereof, and products thereof.

3. **Equipment.** All equipment, now owned or hereafter acquired, including, but not limited to, all machinery, tools, dies, blueprints, furniture, furnishings, and fixtures, including all accessions, parts attached thereto or used or intended to be used in connection therewith, and all substitutions of, improvements to and replacements of, as well as all additions to, all of the foregoing, whether now owned or hereafter acquired by Borrower.

4. **Computer Equipment.**

(a) **Computer Hardware.** All computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware.

(b) **Computer Software.** All software programs (including both source code and object code and all related applications and data files) whether now owned, licensed or leased or hereafter acquired by Borrower, designed for use on the computers and electronic data processing hardware described in clause 4(a) above.

5. **Documents and Instruments.** All documents and instruments of Borrower, now owned or hereafter acquired.

6. **Deposit Accounts.** All deposit accounts, now existing or hereafter arising, maintained in Borrower's name with any financial institution and any and all funds at any time held therein.

7. **Property in Lender's Possession.** Any and all deposits or other sums at any time Loaned by or due from Lender to Borrower and any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property and the proceeds thereof (whether or not the same are Collateral or proceeds thereof hereunder) owned by Borrower or in which Borrower has an interest, which are now or at any time hereafter in possession or control of Lender or in transit by mail or carrier to or from Lender or in possession of any third party acting on Lender's behalf, without regard to whether Lender received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Lender has conditionally released the same (excluding, nevertheless, any of the foregoing assets of Borrower which are now or at any time hereafter in possession or control of Lender under any written trust agreement wherein Lender is trustee and Borrower is trustor) shall be Collateral.

8. **General Intangibles, etc.** All now existing or hereafter acquired general intangibles of every nature, all permits, regulatory approvals, mask works, good will, licenses, and all other intellectual property owned by Borrower or used in Borrower's business, including, but not limited to:

(a) **Copyrights.** All copyrights and applications for registration, whether pending or in preparation, all copyright mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereof throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

(b) **Patents.** All letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, all patent licenses, all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present and future infringements of any patent or patent application, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

(c) **Trademarks.** All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

application in the United States Patent and Trademark Office or in any office or agency of the United States or any State thereof or any foreign country, all trademark licenses, reissues, extensions or renewals of any of the foregoing, all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any trademark, trademark registration or trademark license, or for any injury to the goodwill associated with the use of any such trademark or for breach or enforcement of any trademark license.

(d) **Trade Secrets.** All common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of Borrower, including all documents and things embodying, incorporating or referring in any way to such trade secret, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any trade secret and for the breach or enforcement of any such trade secret.

9. **Books and Records.** All now existing and hereafter acquired books and records relating to the foregoing Collateral and all equipment containing such books and records (including, without limitation, computer data and storage media).

10. **Proceeds.** All proceeds of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

September 21, 2001

U.S. Department of Commerce
U.S. Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

Re: Patents Assignment

Dear Sir/Madam:

Enclosed for filing is a Recordation Form Cover Sheet together with a copy of a Security Agreement in connection with an assignment of a patent from Cartesian Technologies, Inc. to Genomic Solutions Inc. Also enclosed is our check in the amount of \$40 for the required fee.

Should you have any questions, please do not hesitate to contact me at 1-800-648-8818. Thank you for your assistance.

Very truly yours,

JAFFE, RAITT, HEUER & WEISS
Professional Corporation


Julie Lahey
Legal Assistant

Enclosures
Copy to Victor F. Ptasznik, Esq. (w/encls.)
807825

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RECORDED: 09/24/2001

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