

05-08-2003

Form PTO-1595

(Rev. 10/02)

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OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

102442501

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Q3DM, Inc.

5.3.03

2. Name and address of receiving party(ies)

Name: Hamilton Apex Technology Ventures, L.P.

Internal Address: _____

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

MAY 3 2003

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Street Address: 12526 High Bluff Dr., Ste. 260

City: San Diego State: CA Zip: 92130

Execution Date: 5/01/03

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

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

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

A. Patent Application No.(s) 09/123,564;

09/703,455; 09/766,390; 10/228,759;

B. Patent No.(s) 5,548,661

5,790,692; 5,790,710; 5,932,872;

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kris L. Hanson, Esq.

Internal Address: _____

c/o Morrison & Foerster LLP

Street Address: 3811 Valley Centre Drive

Suite 500

City: San Diego State: CA Zip: 92130

6. Total number of applications and patents involved: 13

7. Total fee (37 CFR 3.41).....\$ 520.00

☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

03-1952

DO NOT USE THIS SPACE

9. Signature.

Kris L. Hanson

Name of Person Signing

Signature

5-1-03

Date

Total number of pages including cover sheet, attachments, and documents: 10

05/07/2003 ECOOPER 00000026 031952 09123564

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520.00 CH

Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014033 FRAME: 0015

Attachment to Recordation Form Cover Sheet

Item No. 4.A:

10/000,943; 60/247,511; 60/363,889

Item No. 4.B:

5,856,665; 5,995,143

**SECURITY AGREEMENT
(Patents)**

THIS SECURITY AGREEMENT (Patents) (this "Patent Security Agreement") dated May 1, 2003 is made by and among Q3DM Inc., a California corporation ("Grantor") and each of the parties listed on Exhibit A attached hereto (each, a "Secured Party" and collectively, the "Secured Parties").

RECITALS

A. The Secured Parties have made and have agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by those certain Convertible Secured Promissory Notes (each, a "Note" and collectively, the "Notes") dated as of even date herewith executed by Grantor in favor of the Secured Parties (each, a "Loan" and collectively, the "Loans") pursuant to the terms and conditions of a certain Note Purchase Agreement by and among the Company and the Secured Parties dated as of even date herewith (the "Purchase Agreement").

B. In connection therewith, Grantor agreed among other things, to execute and deliver in favor of the Secured Parties, (i) that certain Security Agreement dated as of even date herewith (as amended, modified or waived, the "Security Agreement") between Grantor and the Secured Parties, (ii) that Second Amended and Restated Intercreditor Agreement dated as of even date herewith (as amended, modified or waived, the "Intercreditor Agreement") between Grantor, the Secured Parties and certain other parties and (iii) certain supplemental documents, including, without limitation, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the Secured Obligations (as defined in the Security Agreement), Grantor hereby mortgages, assigns, grants and conveys to the Secured Parties a security interest, pledge, assignment and mortgage in all of Grantor's right, title and interest in the following (the "Patent Collateral"):

(a) All now existing or hereafter created or acquired, patents, letters patents, inventions, patent applications and rights and works protectable by patent, and, except to the extent prohibited by the terms thereof, all agreements in respect of patents owned by third parties, including, without limitation, the patents specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign patent law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Secured Parties for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Notes, the Security Agreement, the Intercreditor Agreement and any other document executed in connection therewith, Grantor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all patents owned by Grantor which are registered with the United States Patent and Trademark Office; and

(b) Agrees promptly to notify the Secured Parties in writing of any additional patents of which Grantor becomes the owner, and to deliver to the Secured Parties an amended Schedule I reflecting such additional patents. The Secured Parties are hereby authorized to cause such amended Schedule I to be filed and recorded in amendment of this Patent Security Agreement.

3. No Present Assignment. Neither this Patent Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Patent Collateral. Subject to the rights of the Secured Parties, it is the intention of the parties hereto that Grantor continue to own the Patent Collateral.

4. Relationship to Other Documents. The Patent Collateral shall constitute Collateral for all purposes of the Security Agreement, the Intercreditor Agreement and the other documents executed in connection therewith, and the Secured Parties shall have all rights, powers and remedies with respect to the Patent Collateral to the same extent as it has with respect to other Collateral.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Patent Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.


(e) This Patent Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed on and as of the day and year first above written.

GRANTOR:

Q3DM INC.

By: 
Mark McWilliams
President and Chief Executive Officer

Address: 10110 Sorrento Valley Road, Suite B
San Diego, CA 92121

SECURED PARTIES:

By: _____

Name: _____

Title: _____

Address:

[SIGNATURE PATE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed on and as of the day and year first above written.

GRANTOR:

Q3DM, INC.

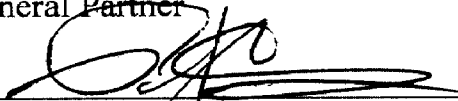
By: _____
Mark McWilliams
President and Chief Executive Officer

Address: 10110 Sorrento Valley Road, Suite B
San Diego, CA 92121

SECURED PARTIES:

**HAMILTON APEX TECHNOLOGY
VENTURES, L.P.**

By: Hamilton Apex Management Partners, LLC
Its: General Partner

By:  _____

Name: Richard J. Crosby

Title: Managing Member

Address: 12526 High Bluff Drive, Suite 260
San Diego, CA 92130

SCHEDULE I

(Description of Patent Collateral)

PATENT (APPLICATION) NUMBER	ISSUE (FILING) DATE	TITLE
5,548,661	08/20/96	Operator Independent Image Cyometer
5,790,692	08/04/98	Method And Means Of Least Squares Designed Filters For Image Segmentation in Scanning Cytometry
(09/123,564)	(07/27/98)	Method And Means For Image Segmentation in Fluorescence Scanning Cytometry
(PCT/US95/08424)	(06/30/95)	Autofocus System For Scanning Microscopy
2,192,986	01/22/02	Autofocus System For Scanning Microscopy
0769159	03/10/99	Autofocus System For Scanning Microscopy
0769159	03/10/99	Autofocus System For Scanning Microscopy
0769159	03/10/99	Autofocus System For Scanning Microscopy
0769159	03/10/99	Autofocus System For Scanning Microscopy
0769159	03/10/99	Autofocus System For Scanning Microscopy
(08-503973)	(06/30/95)	Autofocus System For Scanning Microscopy
0769159	03/10/99	Autofocus System For Scanning Microscopy
5,790,710	08/04/98	Autofocus System For Scanning Microscopy
0834758	06/30/99	Autofocus System For Scanning Microscopy
0834758	06/30/99	Autofocus System For Scanning Microscopy
0834758	06/30/99	Autofocus System For Scanning Microscopy
0834758	06/30/99	Autofocus System For Scanning Microscopy
0834758	06/30/99	Autofocus System For Scanning Microscopy
5,932,872	08/03/99	Autofocus For Scanning Microscopy
5,856,665	01/05/99	ARC Lamp Stabilization And Intensity Control For Imaging Microscopy
5,995,143	11/30/99	Analog Circuit For An Autofocus Microscope System
		Analog Circuit For An Autofocus Microscope System
(PCT/US98/00318)	(01/14/98)	Analog Circuit For An Autofocus Microscope System
(2,283,088)	(01/14/98)	Analog Circuit For An Autofocus Microscope System
(98902432.8)	(01/14/98)	Analog Circuit For An Autofocus Microscope System

PATENT (APPLICATION) NUMBER	ISSUE (FILING) DATE	TITLE
(98902432.8)	(01/14/98)	Analog Circuit For An Autofocus Microscope System
(98902432.8)	(01/14/98)	Analog Circuit For An Autofocus Microscope System
(09/703,455)	(10/31/00)	Analog Circuit For An Autofocus Microscope System
(10-534425)	(01/14/98)	Analog Circuit For An Autofocus Microscope System
(98902432.8)	(01/14/98)	Analog Circuit For An Autofocus Microscope System
(09/703,455)	(10/31/00)	A Software Framework For Scanning Cytometry
(09/766,390)	(01/19/01)	Method And System For Extensible Data Processing
(PCTUS01/01928)	(01/19/01)	Method And System For Extensible Data Processing
(01942766.5)	(06/20/02)	Method and System for Extensible Data Processing
NA	(01/19/01)	Method and System for Extensible Data Processing
(10/228,759)	(08/26/02)	Managing Images of Microscopic Specimens
(60/247,511)	(11/09/00)	Sample Holder For An Imaging System
(60/363,889)	(03/13/02)	Automatic Color Segmentation and Minimum Significant Response For Measurement Of Fractional Localized Intensity
NA	(03/13/02)	Automatic Color Segmentation and Minimum Significant Response For Measurement Of Fractional Localized Intensity

EXHIBIT A

Secured Parties

Hamilton Apex Technology Ventures, L.P.