

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
High Throughput Genomics, Inc.	09/16/2004

RECEIVING PARTY DATA

Name:	Village Ventures Partners Fund, L.P.
Street Address:	c/o Village Ventures, Inc.
Internal Address:	160 Water Street
City:	Williamstown
State/Country:	MASSACHUSETTS
Postal Code:	01267

Name:	V V N, LLC
Street Address:	c/o Village Ventures, Inc.
Internal Address:	160 Water Street
City:	Williamstown
State/Country:	MASSACHUSETTS
Postal Code:	01267

Name:	Solstice Capital II, L.P.
Street Address:	15 Broad Street
Internal Address:	3rd Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

Name:	Valley Ventures III, L.P.
Street Address:	6245 East Broadway Boulevard, #620
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85711

PATENT

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REEL: 015629 FRAME: 0836

CH \$160.00 6232066

Name:	Village Venures Partners Fund A, L.P.
Street Address:	c/o Village Ventures, Inc.
Internal Address:	160 Water Street
City:	Williamstown
State/Country:	MASSACHUSETTS
Postal Code:	01267

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6232066
Patent Number:	6238869
Patent Number:	6331441
Patent Number:	6458533

CORRESPONDENCE DATA

Fax Number: (617)542-2241
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-542-6000
 Email: chpeters@mintz.com
 Correspondent Name: Carol H. Peters
 Address Line 1: Mintz Levin Cohn Ferris Glovksy & Popeo
 Address Line 2: One Financial Center
 Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Carol H. Peters
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Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**") is entered into as of September 16, 2004 by and between High Throughput Genomics, Inc., a Delaware corporation having a principal place of business at 6296 E. Grant Rd., Tucson, Arizona 85712 (the "**Company**"), and the persons and entities named on the Schedule of Purchasers attached hereto (each individually a "**Purchaser**" and collectively, the "**Purchasers**").

WHEREAS, the Purchasers have previously purchased from the Company certain convertible secured promissory notes issued by the Company (together with any replacements thereof or substitutions therefor, the "**Notes**") pursuant to the provisions of that certain Note Purchase Agreement dated as of September 5, 2003 (the "**Note Purchase Agreement**");

WHEREAS, the Company has requested that the Purchasers make additional loans to the Company in the aggregate principal amount of \$1,100,000 pursuant to the terms of that certain Note Purchase Agreement dated as of September 16, 2004; and

WHEREAS, as a condition of the Purchasers making such additional loans to the Company, the Purchasers and the Company have entered into a Security Agreement of even date herewith; and

WHEREAS, it is a condition to the obligation of the Purchasers to make such additional loans to the Company that the Company shall have executed and delivered this Agreement to the Purchasers.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to make additional loans to the Company and for other good and valuable consideration, the Company hereby agrees with the Purchasers as follows:

1. Defined Terms. All capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest. To secure the Company's prompt, punctual, and faithful performance of all and each of the Company's Obligations (whether at the stated maturity, by acceleration or otherwise) to the Purchasers, the Company hereby grants to the Purchasers a continuing security interest in and to all its now owned and existing or hereafter acquired Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on **Exhibits A, B and C** hereto) that may have been or may hereafter be granted in the United States of America or foreign countries, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements made thereon, together with all rights to bring actions for past, present, and future infringements and all rights corresponding thereto, and all proceeds of any of the foregoing (including without limitation license royalties and proceeds of infringement suits). Notwithstanding anything to the contrary contained in this Agreement, (i) the Purchasers shall share Ratably in all proceeds from or distributions of or with respect to the Collateral and (ii) the execution of this Agreement by the Purchasers shall not affect any of the rights granted to the Purchasers in the Security

Agreement and all power or authority to act hereunder on behalf of the Purchasers shall be exercised only upon the written consent or authorization of the Requisite Holders.

3. Company Representation. The Company represents and warrants that **Exhibits A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. If the Company shall purchase, register or otherwise acquire rights to any new Intellectual Property, the provisions of Section 2 hereof shall automatically apply thereto and shall take any other action reasonably necessary to record the Purchasers' interest in such Intellectual Property with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

4. Remedies. If there occurs an Event of Default, any Purchaser, acting with the written consent or authorization of the Requisite Holders shall be entitled to exercise any and all remedies available to the Purchasers under the Security Agreement for the benefit of all Purchasers.

5. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be given as provided in Section 18 of the Security Agreement.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.


8. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without giving effect to the conflicts of law principles thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Purchasers have caused this Agreement to be executed as an instrument under seal as of the date first above written.

COMPANY:

HIGH THROUGHPUT GENOMICS, INC.

By: 
Name: KIRK A. COLANERI
Title: PRESIDENT & CEO

PURCHASERS:

SOLSTICE CAPITAL II, L.P.

By: Solstice Capital LLC
its general partner

By: _____

Name: _____

Title: _____

VALLEY VENTURES III, LP

By: _____

Its: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company and the Purchasers have caused this Agreement to be executed as an instrument under seal as of the date first above written.

COMPANY:

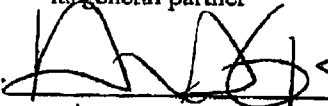
HIGH THROUGHPUT GENOMICS, INC.

By: _____
Name: _____
Title: _____

PURCHASERS:

SOLSTICE CAPITAL II, L.P.

By: Solstice Capital LLC
its general partner

By:  _____
Name: HARRY A. GEORGE
Title: EXECUTIVE MANAGER

VALLEY VENTURES III, LP

By: _____

Its: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company and the Purchasers have caused this Agreement to be executed as an instrument under seal as of the date first above written.

COMPANY:

HIGH THROUGHPUT GENOMICS, INC.

By: _____
Name: _____
Title: _____

PURCHASERS:

SOLSTICE CAPITAL II, L.P.

By: Solstice Capital LLC
its general partner

By: _____
Name: _____
Title: _____

VALLEY VENTURES III, LP

By: VV III MANAGEMENT, LLC
Its: GENERAL PARTNER
By: Laurence S. Adler
Name: Laurence S. Adler
Title: MANAGING MEMBER

VILLAGE VENTURES PARTNERS FUND, L.P.

By: Village Ventures Capital Partners I, LLC, general partner
By: Village Ventures, Inc., its Manager

By: Robert D. Kraus

Name: Robert D. Kraus
Senior Vice President and General Counsel

Title: _____

VILLAGE VENTURES PARTNERS FUND A,
L.P.

By: Village Ventures Capital Partners I, LLC, general partner
By: Village Ventures, Inc., its Manager

By: Robert D. Kraus

Name: Robert D. Kraus
Senior Vice President and General Counsel

Title: _____

VVN, LLC

By: Village Ventures, Inc., its Manager

By: Robert D. Kraus

Name: Robert D. Kraus

Senior Vice President and General Counsel

Title: _____

SCHEDULE OF PURCHASERS

Name and Address
Solstice Capital II, L.P. 15 Broad Street, 3 rd Floor Boston, MA 02109 Fax: (617) 523-5827 Attention: Henry Newman
Valley Ventures III, L.P. 6245 E. Broadway Blvd., #620 Tucson, AZ 85711 Fax: (520) 327-5665 Attention: Lawrence J. Aldrich
Village Ventures Partners Fund, L.P. c/o Village Ventures, Inc. 160 Water Street Williamstown, MA 01267 Fax: (413) 458-0338 Attention: President
Village Ventures Partners Fund A, L.P. c/o Village Ventures, Inc. 160 Water Street Williamstown, MA 01267 Fax: (413) 458-0338 Attention: President
VVN, LLC c/o Village Ventures, Inc. 160 Water Street Williamstown, MA 01267 Fax: (413) 458-0338 Attention: President

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

PATENTS AND PATENT APPLICATIONS

Patent #	Country	Issue Date	Description
6,232,066	U.S.	May 15, 2001	High throughput assay system
6,238,869	U.S.	May 29, 2001	High throughput assay system
6,331,441	U.S.	Dec 18, 2001	Multiplexed molecular analysis apparatus and method
6,458,533	U.S.	Oct 1, 2002	High throughput assay system for monitoring ESTS

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		
TRA 1983659v1		