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01-13-2005



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102919569

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

1. Name of conveying party(ies):

**Dynex Technologies, Inc.**

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: **July 2, 2004**

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

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)

B. Patent No.(s)

**5,715,048**

**6,016,192**

**6,212,949**

**5,611,994**

**4,772,453**

**5,202,091**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and patents involved: **6**

7. Total fee (37 CFR 3.41): .....\$ **240**

☒ 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.*

**Maribel Arteaga**  
Name of Person Signing

**Maribel Arteaga**  
Signature

**12/31/04**  
Date

**Janice Chua**

Total number of pages including cover sheets, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01/12/2005 ECOOPER 00000083 5715048

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240.00 OP

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2004 by and between SILICON VALLEY BANK ("Bank") and DYNEX TECHNOLOGIES, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules 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.

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.

Address of Grantor:

14340 Sullyfield Circle  
Chantilly, Virginia 20151

Attn: Matthew F. Hoy

GRANTOR:

DYNEX TECHNOLOGIES, INC.

By: Jama W. White  
Title: CEO, President

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10  
Atlanta, Georgia 30326

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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:

Address of Grantor:

DYNEX TECHNOLOGIES, INC.

14340 Sullyfield Circle  
Chantilly, Virginia 20151

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, N.E., Suite M-10  
Atlanta, Georgia 30326

By: William L. Yang

Title: VP

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

n/a

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

*see attached.*

DYNEX Technologies Inc.  
Patent Listing @ 7-1-2004

Patent No.	Country	Date Filed	Date of Assignment	Inventor	Title of Invention
5,715,048	USA	Nov-22-1995	Feb-03-1998	Walter W. Taylor	Calibration System for a Photo Multiplier Tube
6,016,192	USA	Dec-18-1997	Jan-18-2000	Walter W. Taylor	External Calibration System for Multiplier Tube
6,212,949	USA	Oct-28-1996	Apr-10-2001	David Inder, Peter Le	Level Sensor and Washer Unit
5,611,994	USA	Nov-22-1995	Mar-18-1997	Multiple	Luminometer
1,102,994	UK			Multiple	Automated Immunoassay Apparatus With Flexible Pick-Up Arm
699,047,269	Germany			Multiple	Automated Immunoassay Apparatus With Flexible Pick-Up Arm
1,102,994	France			Multiple	Automated Immunoassay Apparatus With Flexible Pick-Up Arm
857,295	UK			Multiple	Washer Head Level Sensor
696,191,202	Germany			Multiple	Washer Head Level Sensor
857,295	France			Multiple	Washer Head Level Sensor
4,772, 453	USA	Mar-1-85	Sep-20-88	Wayne F. Lisenbee	Luminiscence Measurement Arrangement
5,202,091	USA	Apr-4-88	Apr-13-93	Wayne F. Lisenbee	Luminescence Measurement Arrangement

## EXHIBIT C

### Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dynex	2,333,462	3/21/00
MFx	2,201,705	11/3/98
MLX	2,095,861	9/9/97
MRX	1,977,121	5/28/96
Dividastrips	1,558,878	10/3/89
Immunosoft	1,298,569	10/2/84
Microfluor	1,286,978	7/24/84
Immulon	1,285,016	7/10/84
Microdiluter	0,804,232	2/22/66
Microtiter	0,754,087	8/6/63