

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of security interest

**CONVEYING PARTY DATA**

Name	Execution Date
Monogram Biosciences, Inc.	05/05/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	Pfizer Inc.
<b>Street Address:</b>	235 East 42nd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017

**PROPERTY NUMBERS Total: 37**

Property Type	Number
Application Number:	10077027
Application Number:	10504921
Application Number:	09874475
Application Number:	11146879
Application Number:	60688170
Application Number:	11233461
Application Number:	11323189
Application Number:	60765333
Application Number:	10612604
Application Number:	10612600
Application Number:	10367223
Application Number:	09663458
Patent Number:	6653081
Application Number:	09591894
Patent Number:	6869759

**CH \$1480.00 10077027**

Patent Number:	5837464
Patent Number:	6489098
Patent Number:	7037644
Patent Number:	6351690
Application Number:	10612603
Application Number:	10681078
Application Number:	11052741
Application Number:	10758683
Application Number:	11051812
Application Number:	11092204
Application Number:	10846181
Application Number:	10976721
Application Number:	10989692
Application Number:	60654738
Application Number:	60685301
Application Number:	60685336
Application Number:	60685337
Application Number:	11140311
Application Number:	60688171
Application Number:	60750892
Application Number:	60760580
Application Number:	09766344

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	19785-1108
NAME OF SUBMITTER:	Adam Hankiss

Total Attachments: 44  
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## NOTE SECURITY AGREEMENT

This Note Security Agreement (this “**Agreement**”) is made and entered into as of May 5, 2006 by and between **Monogram Biosciences, Inc.** (the “**Grantor**”), and **Pfizer Inc.** (the “**Secured Party**”).

### RECITALS

The Secured Party proposes to enter into a transaction with the Grantor pursuant to a Note Purchase Agreement dated as of the date hereof (as amended from time to time, the “**Purchase Agreement**”) pursuant to which, the Secured Party, subject to the terms and conditions of the Purchase Agreement proposes to purchase a 3.0% Senior Secured Convertible Note of Grantor to be issued on the Closing Date in a principal amount of up to \$25,000,000 (as amended from time to time, the “**Note**”). Grantor wishes to secure performance and payment of all obligations to Secured Party under the Note, the Purchase Agreement and this Agreement with certain of its assets.

**NOW, THEREFORE**, the Grantor and the Secured Party agree as follows:

#### 1. Definitions

**1.1** Unless otherwise defined herein, terms defined in the Note and used herein shall have the meanings given to them in the Note, and all terms used herein that are defined in Article 9 of the Code (as defined below) and not otherwise defined herein shall have the same meaning as set forth in the Article 9 of the Code.

**1.2** The following terms shall have the following meanings:

- (a) “Agreement” has the meaning assigned to it in the Recitals.
- (b) “Assay” has the meaning assigned to it in the Collaboration Agreement.
- (c) “Closing Date” has the meaning assigned to it in the Purchase Agreement.
- (d) “Code” means the Uniform Commercial Code as from time to time in effect in the State of New York.
- (e) “Collaboration Agreement” means the Collaboration Agreement, dated as of May 5, 2006, between Grantor and Secured Party.
- (f) “Collateral” has the meaning assigned to it in Section 2.1
- (g) “Contracts” means all contracts, agreements, instruments and indentures in any form and portions thereof, to which the Grantor is a party or under which the Grantor or any property of the Grantor is subject, as the same may from time to time be

amended, supplemented, waived or otherwise modified, including, without limitation, (i) all rights of the Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of the Grantor to damages arising thereunder and (iii) all rights of the Grantor to perform and to exercise all remedies thereunder.

(h) “Copyright Licenses” means all license agreements of the Grantor providing for the grant by or to the Grantor of any right to use any Copyright of or by the Grantor, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

(i) “Copyrights” means all copyrights arising under the laws of the United States, the European Union or any other country or any political subdivision thereof, whether or not the underlying works of authorship have been published or registered, all US or other copyright registrations and copyright applications, including, without limitation, any copyright registrations and copyright applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof and (iii) the right to sue or otherwise recover for past, present and future infringements thereof.

(j) “Event of Default” has the meaning assigned to in the Note.

(k) “General Intangibles” means all “general intangibles” (including, without limitation, all “payment intangibles”), as such terms are defined in Article 9 of the Code as in effect on the date hereof.

(l) “Grantor” has the meaning assigned to it in the Recitals.

(m) “HIV Testing Business” means the performance by Grantor in its clinical laboratory facility or at another location on behalf of Grantor, of Grantor's proprietary in-house PhenoSense(tm) HIV, PhenoSense GT(tm), GeneSeq(tm) HIV, and Entry and Co-receptor Tropism assays and any assays that may be performed by Grantor after the date hereof, for the purpose of HIV virology diagnostic testing with respect to patient blood samples and for the purpose of pharmaceutical customer use in the development of products designed to be used in the treatment of HIV.

(n) “Intellectual Property” means, collectively, the Copyrights, Copyright Licenses, Patents, Patent Licenses, Trade Secrets, Trademarks and Trademark Licenses.

(o) “Intellectual Property Collateral” means all Intellectual Property, in which a security interest is granted to Secured Party pursuant to Section 2.1.

(p) “Inventory” means all “inventory” (as defined in the Code) of the Grantor and all goods of the Grantor, whether now owned or hereafter acquired, that (i) are leased by a person as lessor, (ii) are held for sale or lease, (iii) are furnished or to be furnished by the Grantor under contracts of service, or (iv) consist of raw materials, work in process or materials consumed in the Grantor's business, including, without limitation, intermediates,

packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts and all such goods that have been returned to or repossessed by or on behalf of the Grantor.

(q) “Lien” means any lien, charge, claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security agreement, option or other encumbrance (including but not limited to the filing of, or agreement to give, any financing statement under the UCC (as defined below)).

(r) “Material Adverse Effect” has the meaning assigned to it in Section 3.1.

(s) “Note” has the meaning assigned to it in the Recitals hereto.

(t) “Patent Licenses” means all license agreements of the Grantor with any other Person, in connection with any of the Patents of the Grantor or such other Person’s patents, whether the Grantor is a licensor or a licensee under any such agreement and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

(u) “Patents” means all patents of the United States, the European Union or any other country or political subdivision thereof, all applications for patents of the United States, the European Union or any other country or political subdivision thereof and all patentable inventions and all reissues and extensions thereof, including, without limitation, all patents and patent applications, and including, without limitation, (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights corresponding thereto in the United States, the European Union or any other country or political subdivision thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

(v) “Permitted Indebtedness” has the meaning assigned to it in the Note.

(w) “Permitted Liens” means any Liens expressly permitted by and created in accordance with the requirements of Section 9(e) of the Note.

(x) “Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

(y) “Proceeds” means all “proceeds” as such term is defined in Article 9 of the Code in effect on the date hereof.

(z) “Secured Obligations” means, collectively, (i) all obligations and liabilities of the Grantor in respect of the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Note, and reimbursement obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Note and any reimbursement obligations, and (ii) all other obligations and liabilities of Grantor to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, the Note or the Purchase Agreement, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, other than inchoate indemnity obligations (including, without limitation, reasonable fees, expenses and disbursements of counsel to the Secured Party that are required to be paid by the Grantor pursuant to the terms of the Note, the Purchase Agreement or this Agreement).

(aa) “Trade Secrets” means all trade secrets in the United States, the European Union, or any other country or political subdivision thereof, including, without limitation, know-how, processes, formulae, compositions, designs, and confidential business and technical information, and all rights of any kind whatsoever accruing thereunder or pertaining thereto, including, without limitation, (i) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses, non-disclosure agreements and memoranda of understanding entered into in connection therewith, and damages and payments for past or future misappropriations thereof, and (ii) the right to sue or otherwise recover for past, present or future misappropriations thereof.

(bb) “Trademark Licenses” means all license agreements of the Grantor with any other Person in connection with any of the Trademarks of the Grantor or such other Person’s names or trademarks, whether the Grantor is a licensor or a licensee under any such agreement and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

(cc) “Trademarks” means all trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations, whether in the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or the European Union, or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) and all goodwill associated therewith, and any renewals thereof, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements or dilutions thereof), and (iii) all other rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark,

service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

(dd) “Transaction Documents” means the Note, the Purchase Agreement and this Agreement.

(ee) “UCC” means the Uniform Commercial Code of any jurisdiction or any comparable law or system in any jurisdiction outside the United States.

**1.3 Other Definitional Provisions.** The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule, Exhibits and Annex references are to this Agreement unless otherwise specified. Any reference in this Agreement to a Schedule shall refer to such Schedule as amended from time to time pursuant to the terms of this Agreement.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

## **2. Grant of Security Interest**

**2.1 Grant of Security Interest.** As security for the prompt and complete payment and performance when due (whether at the stated maturity, upon any required earlier repayment, declaration of default, acceleration or otherwise) of the Secured Obligations, the Grantor hereby assigns, pledges and grants to the Secured Party, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”):

(a) all Contracts used or held for use in connection with the HIV Testing Business, including but not limited to Contracts listed on Schedule 1 (the “**Pledged Contracts**”);

(b) all Documents used or held for use in connection with the HIV Testing Business, including but not limited to all Documents listed on Schedule 2;

(c) all Equipment and all logs related thereto, used or held for use in connection with the HIV Testing Business, including but not limited to (i) all Equipment listed on Schedule 3 and (ii) all Equipment hereinafter replacing Equipment listed on Schedule 3 the (“**Pledged Equipment**”), excluding any Equipment or proceeds thereof to the extent and during the period that the grant of the security interest hereunder would violate or constitute a default under (i) any agreements listed on Schedule 1 hereto or (ii) the terms of any Indebtedness permitted pursuant to clause (a)(i) or (iii) of Section 9 of the Note for the financing of such Equipment; (but only to such extent and only for such period);

(d) all General Intangibles used or held for use in connection with the HIV Testing Business;

(e) all Intellectual Property used or held for use in connection with the



HIV Testing Business, including but not limited to all Intellectual Property listed on Schedules 4, 5, 6 and 7;

(f) all Inventory used or held for use in connection with the HIV Testing Business (the “**Pledged Inventory**”);

(g) all Permits necessary in connection with or otherwise related to the HIV Testing Business, including but not limited to the Permits listed on Schedule 8; provided, however, that such security interest does not include at any time Permits to the extent (but only to the extent) that applicable law prohibits Debtor from granting such security interest in such Permits under applicable law or the Secured Party may not validly possess a security interest therein pursuant to applicable Law, but such security interest does include, to the maximum extent permitted by law, all rights incident or appurtenant to such Permits (the “**Pledged Permits**”); and

(h) to the extent not otherwise included, (v) all cell lines and reagents for running the Assay (x) all payments under any insurance policies (whether or not the Secured Party is the loss payee thereof) or under any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, (y) all Proceeds of and supporting obligations relating to any and all of the foregoing, and (z) all books and records pertaining to any of the foregoing.

Notwithstanding any of the foregoing, Collateral shall not include any cash, accounts or accounts receivable, any cash Proceeds thereof, and any books or records related thereto, now existing or hereafter arising. In the event the Grantor wishes to incur Permitted Lien Indebtedness, the Secured Party agrees that it shall reasonably cooperate with the Lender in executing documents necessary to enable Lender to incur such Permitted Lien Indebtedness, provided that the Secured Party shall not be required in such documents to limit, waive or forebear any rights under the Transaction Documents.

**2.2 Identification of Collateral.** (a) Notwithstanding anything in this Agreement to the contrary, Parties agree that for the avoidance of doubt, after consultation with the Grantor the Secured Party shall be entitled, but not obligated, to, supplement Schedules 1-8 (other than Schedules 3.4 and 3.8) of this Agreement at any time in order to identify property acquired after the date hereof that, in its reasonable good faith judgment, is related to or used in connection with the HIV Testing Business and as such constitutes part of the Collateral; and Grantor shall execute any supplements, amendments, agreements or other instruments and take any other steps requested by the Secured Party in order to effectively supplement such schedules.

(b) Grantor shall promptly identify to Secured Party any assets or property of the Grantor acquired after the date hereof which in its good faith judgment are used or held for use in connection with the HIV Testing Business and will furnish to the Secured Party from time to time statements and schedules further identifying and describing such assets and property of the Grantor, as reasonably requested by the Secured Party.

**2.3 No Liability of Secured Party under Contracts.** The Secured Party

shall not have any obligation or liability under any Contract by reason of or arising out of this Agreement or the receipt by the Secured Party of any performance or payment relating to such Contract pursuant hereto, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.

**3. Grantor's Representations and Warranties.** Grantor represents and warrants as follows:

**3.1 Organization and Good Standing.** The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, has full corporate power and authority to own or lease its properties and conduct its business as described in the SEC Documents (as defined in the Purchase Agreement), and is duly qualified as a foreign corporation and in good standing in all jurisdictions in which the character of the property owned or leased or the nature of the business transacted by it makes qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the business, properties, financial condition or results of operations of the Grantor or to perform its obligations under any of the Transaction Documents (any of the foregoing, a "**Material Adverse Effect**").

**3.2 Authorization.** Grantor has authority and has obtained all approvals and consents necessary to enter into and deliver this Agreement and carry out and perform all of its obligations hereunder. This Agreement constitutes a legal, valid and binding obligation of the Grantor, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally and (ii) as limited by equitable principles generally, including any specific performance.

**3.3 Compliance with Other Instruments.** The execution, delivery and performance of and compliance with this Agreement by the Grantor and any exercise of rights by the Secured Party thereunder will not conflict with or result in a breach or violation of the terms, conditions or provisions of, or result in any acceleration or loss of rights under (including upon the passage of time or notice or both) (a) the Certificate of Incorporation or Bylaws of the Grantor, (b) any statute, law, rule or regulation (including without limitation, the rules and regulations applicable to the Nasdaq Stock Market and applicable securities laws) applicable to the Grantor, (c) any state or federal order, judgment or decree applicable to the Grantor or (d) any indenture, mortgage, lease or other agreement or instrument to which the Grantor or any of its properties is subject and, in the case of clauses (b), (c) or (d), where such breach or violation would have a Material Adverse Effect or would materially impair or limit the exercise of rights by the Secured Party granted under any of the Transaction Documents. The execution, delivery and performance of and compliance with this Agreement will not require the approval of its stockholders, or result in the creation or imposition of any Lien (other than Liens created hereunder) upon any of the properties or assets of the Grantor.

**3.4 Title.** Except for Permitted Liens (including, without limitation, Liens existing on the date hereof and listed on Schedule 3.4 hereto), Grantor owns each item of Collateral free and clear of any and all Liens, encumbrances and other security interests, except for the security interest granted to the Secured Party pursuant to this Agreement. No security agreement, financing statement or other public notice similar in effect with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Secured Party pursuant to this Agreement.

**3.5 Perfected First Priority Liens.** (i) The security interest granted hereby constitutes, or with respect to Collateral acquired after the date hereof, will constitute, a valid, binding and enforceable security interest in the Collateral, in favor of the Secured Party.

(ii) Except for Permitted Liens (excluding for this purpose Liens permitted pursuant to clause (e)(ii) of Section 9 of the Note), the Liens granted to the Secured Party pursuant to this Agreement (upon filing of the Filings and with respect to items of Equipment which are subject to certificate of title statutes requiring that notation of the security interest be made on the certificate of title, upon perfection in accordance with applicable law) will constitute perfected Liens on the Collateral prior to all other Liens on the Collateral.

**3.6 Consents.** No authorization, consent or approval or other action by, and no notice to or filing with, any Governmental Authority or other regulatory body, or any other Person, is required for (i) the grant by Grantor, or the perfection, of the security interest purported to be created hereby in the Collateral or (ii) the exercise by Secured Party of any of its rights and remedies hereunder, except (A) for the filing of financing statements under the Article 9 of the Code (the “**UCC Filings**”), (B) with respect to the perfection of the security interest created hereby in Copyrights, Trademarks or Patents, for the recording of this Agreement or a notice thereof, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable (the “**IP Filings**” and, together with the UCC Filings, the “**Filings**”), and (C) with respect to the perfection of the security interest created hereby in Collateral located outside of the United States, for registrations and filings in jurisdictions located outside of the United States and covering rights in such jurisdictions in relation to such Collateral.

**3.7 Location of Tangible Property.** All material, Inventory and Equipment constituting Collateral is kept at the Monogram Facility. Schedule 3 is a complete and correct list of all material Equipment used or held for use in connection with the HIV testing Business.

**3.8 Names; Jurisdiction of Organization; Collateral Locations.** Grantor is a Registered Organization organized under the laws of the State of Delaware and Grantor’s (i) exact legal name, as such name appears in its respective certificate of incorporation or any other organizational document, (ii) organizational identification number, if any, (iii) the location of Grantor’s chief executive office or sole place of business in the last 6 months, (iv) any other corporate or organizational names any Grantor has had in the past five years, together with the date of the relevant change, (v) any United States trade names of such Granting Party, together with the states of the United States in which such trade names are used and (vi) all jurisdiction in which a Uniform Commercial Code financing statement may have been filed under applicable law (as in effect prior to, on or after July 1, 2001) to perfect the personal property collateral of the Grantor are specified on Schedule 3.8.

**3.9 Intellectual Property.** (a) Schedules 4, 5 and 6 respectively, set forth a complete and correct list of all registered Copyrights, Patents, and registered Trademarks, and all applications for Copyrights, Patents and Trademarks, in each case, used or held for use in connection with the HIV Testing Business of and owned by the Grantor. Grantor possesses the right to use, and has not authorized any other Person to use, such Copyrights, Patents and Trademarks, except as set forth on Schedule 7. Except as set forth on Schedules 4, 5 and 6, to the knowledge of the grantor, each Copyright, Patent and Trademark owned by Grantor is valid, subsisting, unexpired and enforceable and has not been abandoned.

(b) Schedule 7 sets forth a complete and correct list of all Copyright Licenses, Patent Licenses, Trademark Licenses and any grant of rights or licenses with respect to Trade Secrets, used or held for use in connection with the HIV Testing Business and other agreements providing for the grant of rights by or to the Grantor with respect to the Intellectual Property Collateral of the Grantor.

**3.10 Contracts.** (a) Schedule 1 is a correct and complete list of each material Contract that is related to or useful in the HIV Testing Business (each a “**Pledged Contract**”). Each Pledged Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the Grantor, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(b) No material consent or material authorization of, filing with, or other act by or in respect of, any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Pledged Contracts by the Grantor other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Pledged Contract to any material adverse limitation, either specific or general in nature.

(c) Neither the Grantor nor (to the Grantor’s knowledge) any of the other parties to the Pledged Contracts is in default in the performance or observance of any of the terms thereof in any manner that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(d) The right, title and interest of the Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**3.11 Solvency, Payment of Debts.** The Grantor is solvent and able to pay its debts (including trade debts) as they mature.

**4. Covenants.** Grantor covenants and agrees with the Secured Party that so long as any Secured Obligations remain outstanding it will (without limiting the effect of any and all covenants set forth in the Note) comply with the following:

**4.1 Compliance with Laws, etc.** The Grantor will comply with all federal, state and local laws and regulations, rulings and orders applicable to it and the Collateral or any

part thereof, except where noncompliance with such laws, regulations, rulings and orders would not have a Material Adverse Effect.

**4.2 Compliance with Contractual Obligations.** The Grantor will perform and comply in all material respects with all of its Contracts constituting Collateral, except where nonperformance or noncompliance with such Contracts would not have a Material Adverse Effect.

**4.3 Maintenance of Insurance.** (a) The Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment that constitute the Collateral against loss by fire, explosion, theft and such other casualties as are customary to the businesses of the size and type of the Grantor, and (ii) naming the Secured Party loss payee and additional insured.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Secured Party of written notice thereof, and (ii) name the Secured Party as insured party or loss payee.

(c) The Grantor shall deliver to the Secured Party a report of a reputable insurance broker with respect to such insurance as the Secured Party may from time to time reasonably request.

**4.4 Payment of Obligations.** The Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon or affecting the Collateral of Grantor, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to such Collateral, except (a) that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of the Grantor or (b) where the failure to pay, discharge or otherwise satisfy such obligations could not, individually or in the aggregate, reasonably be expected to result in the sale, forfeiture or loss of any portion of the Collateral or any interest therein.

**4.5 Maintenance of Perfected Security Interest.** (a) The Grantor shall maintain the security interest created by this Agreement as a valid security interest having at least the priority described in Section 3.5 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) The Grantor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the assets and property of the Grantor and such other reports in connection therewith as the Secured Party may reasonably request, all in reasonable detail.

**4.6 Changes in Locations, Name, etc.** The Grantor will not, except upon 15 days' prior written notice to the Secured Party and delivery to the Secured Party of all additional executed financing statements and other documents reasonably requested by the Secured Party to maintain the validity, perfection and priority of the security interests provided

for herein:

(a) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 3.8; or

(b) change its name.

**4.7 Notices.** The Grantor will advise the Secured Party promptly, in reasonable detail, of:

(a) The creation or existence of any Lien (other than security interests created hereby) on any of the Collateral; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

(c) The acquisition of Equipment with a value in excess of \$250,000, individually.

**4.8 Intellectual Property.** (a) The Grantor agrees to take all reasonably necessary steps, including in the United States Patent and Trademark Office or in any court, to:

(i) maintain each trademark registration and each Trademark License constituting Collateral, including but not limited to those now or hereinafter identified on Schedule 6 or 7 hereto, as the case may be, except, in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it, and

(ii) pursue each trademark application constituting Collateral, including but not limited to those now or hereafter identified in Schedule 6 hereto, or otherwise related or useful in connection with its HIV Testing Business, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation, infringement and dilution proceedings, except, in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it. The Grantor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, or application for trademark or service mark registration, or any rights obtained under any Trademark License, in each case, to which it is now or later becomes entitled, except in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Grantor.

(b) The Grantor agrees to take all necessary steps, including in the United States Patent and Trademark Office or in any court, to:

(i) maintain each patent and each Patent License constituting Collateral, including but not limited to those now or hereafter identified on Schedule 5 or 7 as applicable, except, in each case in which the Grantor has reasonably determined that any of the

foregoing is not of material economic value to it, and

(ii) pursue each patent application, constituting Collateral, including but not limited to those now or hereafter identified in Schedule 5 including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition or infringement and misappropriation proceedings, except, in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it. The Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, or any rights obtained under any Patent License, in each case, which it is now or later becomes entitled, except in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Grantor.

(c) The Grantor shall take all additional steps not set forth in subsections (a) and (b) hereof which it or the Secured Party deems reasonably appropriate under the circumstances to preserve and protect its material Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, Patents and Patent Licenses.

(d) The Grantor shall not abandon any trademark registration, patent, pending trademark or patent application constituting Collateral, including but not limited to those now or hereafter listed on Schedules 4, 5 or 6, without the written consent of the Secured Party, unless the Grantor shall have previously determined that such use or the pursuit or maintenance of such trademark registration, patent or pending trademark or patent application is not of material economic value to it.

(e) Subject to the Grantor's reasonable business judgment, the Grantor (either itself or through licensees) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material Copyrights, Patents or Trademarks constituting Collateral may become invalidated or otherwise impaired. Subject to the Grantor's reasonable business judgment, the Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights constituting Collateral may fall into the public domain.

(f) The Grantor (either itself or through licenses) will not do any act that knowingly uses any Intellectual Property Collateral to infringe the intellectual property rights of any other Person.

(g) The Grantor will notify the Secured Party promptly if it knows, or has reason to know, that any application or registration relating to any material Patents, Trademarks or Copyrights constituting Collateral may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in the European Union or any other country) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property Collateral or the Grantor's right to register the same or to own

and maintain the same.

(h) Whenever the Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the European Union, any other country or any political subdivision thereof, the Grantor shall report such filing to the Secured Party within ten Business Days after the last day of the fiscal quarter in which such filing occurs. The Grantor shall (x) make all appropriate filings in the United States Patent and Trademark Office or the United States Copyright Office and any applicable office(s) outside of the United States for the registration of Intellectual Property owned outside of the United States and filing of financing statements under the Uniform Commercial Code of any applicable jurisdiction and any similar registration system outside of the United States, (y) execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Secured Party may request (including but not limited to amendments and supplements to Schedules 4, 5, 6 and 7 further identifying and describing the Intellectual Property Collateral and (z) take any other action reasonably requested by the Secured Party, to evidence the Secured Party's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of Grantor relating thereto or represented thereby and to perfect the security interest granted to the Secured Party therein to the extent provided in respect of Copyrights, Patents or Trademarks constituting Collateral on the date hereof.

(i) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property Collateral, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(j) In the event that any material Intellectual Property Collateral is infringed, misappropriated or diluted by a third party, Grantor shall (i) take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Secured Party after it learns thereof and subject to its reasonable business judgment sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

**4.9 Limitations on Modifications, Waivers, Extensions of Contracts.** The Grantor will not amend, modify, terminate or waive any provision of any Contract constituting Collateral, or any license of Intellectual Property Collateral except for amendments, modifications, terminations or waivers in the ordinary course of business which would not, individually or in the aggregate, have a Material Adverse Effect or otherwise materially adversely affect the Secured Party.

**4.10 Protection of Trade Secrets.** The Grantor shall take all steps which it deems commercially reasonable to preserve and protect the secrecy of all Trade Secrets



constituting Collateral.

**4.11 Encumbrances.** Other than Permitted Liens, the Grantor shall not grant a security interest in any of the Collateral other than to Secured Party or execute any financing statements covering any of the Collateral in favor of any person other than Secured Party.

**4.12 Use of Collateral.** The Collateral will not be used for any unlawful purpose. Except for Permitted Liens, the Grantor will keep the Collateral free and clear of Liens and adverse claims and, as appropriate and applicable, will keep it in good condition and repair, and will clean, shelter, and otherwise care for the Collateral in all such ways as are considered good practice by owners of like property.

**4.13 Limitations on Dispositions of Collateral.** Without the prior written consent of the Secured Party or as otherwise expressly permitted by the Collaboration Agreement, the Borrower will not sell, assign, transfer, exchange, license (other than compulsory licenses) or otherwise dispose of, or grant any option with respect to, the Collateral, or attempt, offer or contract to do so, except to the extent granting a Permitted Lien would constitute such disposition and except for any such disposition of Equipment or Inventory that occurs in the ordinary course of business, consistent with past practice. For the avoidance of doubt, nothing in this Section 4.13. constitutes authorization of the Grantor by the Secured Party to sell assign, transfer, exchange, license or otherwise dispose of any part of the Collateral free of the Secured Party's security interest granted hereunder.

**4.14 Fees and Costs.** After the occurrence of an Event of Default, the Grantor shall pay all expenses, including reasonable attorneys' fees, incurred by Secured Party in the preservation, realization, enforcement or exercise of any Secured Party's rights under this Agreement.

**4.15 Further Assurances.** At any time and from time to time, upon the written request of Secured Party, and at the sole expense of the Grantor, the Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (a) to secure all consents and approvals necessary or appropriate for the grant of a security interest to Secured Party in any Collateral held by the Grantor or in which the Grantor has any rights not heretofore assigned, (b) filing any financing or continuation statements or amendments thereof under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests granted hereby, (c) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, in each case, as Secured Party may reasonable request and (d) if any Collateral shall be in the possession of a Third Party, notifying such party of Secured Party's security interest created hereby and, at Secured Party's option, obtaining a written acknowledgment from such party that it holds possession of the Collateral for the benefit of Secured Party.

**4.16 Authorization to File Financing Statements.** Without limiting the generality of the foregoing, the Grantor hereby authorizes and approves of Secured Party's

preparing, filing and/or recording, with, on behalf of or without Grantor or its signature, and promptly upon Secured Party's request the Grantor shall sign and execute together, alone or with Secured Party, all as Secured Party shall reasonably determine, any financing statement or other comparable filing (including but not limited to, any such financing statements as required by the UCC in any jurisdiction or any similar documents required to be filed in other jurisdictions or other comparable filings at the United States Patent and Trademark Office, the United States Copyright Office or any similar governmental authority in other jurisdictions) that (A) describe or identify the Collateral by type or in any other manner as Secured Party may determine, regardless of whether any particular asset of Grantor falls within the scope of Article 9 of the Code or whether any particular asset of Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code or any applicable UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment) or take such other additional actions as Secured Party may reasonably require to perfect or protect the rights and interests of Secured Party in the Collateral. Until the termination of this Agreement, Grantor hereby irrevocably appoints Secured Party as its agent to execute such documents or take such other action as is reasonably necessary to perfect or protect Secured Party's rights and interests in the Collateral in accordance with this Agreement.

**4.17 Further Information.** At all times Grantor shall provide to Secured Party all information that is reasonably requested and necessary for Secured Party to perfect its security interests and Liens in the Collateral.

**4.18 No Duties of Secured Party.** Anything herein to the contrary notwithstanding, (i) the exercise by Secured Party of any of its rights hereunder shall not release Grantor from any of its obligations in respect of the Collateral, and (ii) Secured Party shall not have any obligation or liability by reason of this Security Agreement with respect to any of the Collateral, nor shall the Secured Party be obligated to perform any of the obligations or duties of Grantor or to take any action to collect or enforce any claim for payment assigned hereunder.

## **5. Default**

**5.1 Remedies on Default.** If an Event of Default shall occur and be continuing, the Secured Party may, at its option, in addition to any rights, privileges, powers and remedies provided by law:

(a) foreclose or otherwise enforce Secured Party's security interests and Liens or other rights and interests in the Collateral in any manner permitted by law or provided for in this Security Agreement;

(b) sell or otherwise dispose of the Collateral or any part thereof or interest therein at one or more public or private sales at Secured Party's place of business or any other place or places, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may reasonably determine; for the avoidance of doubt, Secured Party may, in its own name, or in the name of a designee or nominee, buy the Collateral at any public sale, and, if permitted by applicable law, at any private sale.

(c) use, operate, consume and sell the Collateral in its possession as appropriate for the purpose of performing the Grantor's obligations with respect thereto to the extent necessary to satisfy the obligations of the Grantor.

(d) recover from the Grantor the reasonable costs and expenses (including, attorneys' fees) incurred or paid by the Secured Party in exercising any right, power or remedy provided by law or this Security Agreement (including, the reasonable costs and expenses incurred in assembling, taking, improving or selling the Collateral or any part thereof);

(e) require the Grantor to promptly assemble the Collateral and all information, books, records, and other materials relating to the Collateral and make such available to Secured Party at a place to be designated by Secured Party;

(f) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(g) cure any breach, default or improper termination of any agreement, contract, lease or license of the Grantor that is included or encompassed in the Collateral;

(h) substitute itself for the Grantor in any proceeding or lawsuit included or encompassed within, arising from, related to or connected with the Collateral or Secured Party's rights and interests in it or commence, on behalf of the Grantor and in the Grantor's name, any proceeding or lawsuit to protect the Collateral or Secured Party's rights and interests in it; and

(i) prepare any Collateral for disposition in any manner and to the extent the Secured Party deems appropriate. The Grantor shall be given ten (10) business days prior written notice of the time and place of any public sales or of the time after which any private sales or other intended dispositions are to be made, which notice the Grantor hereby agrees shall be deemed reasonable notice thereof; provided, however, Secured Party shall not be required to give such notice in the case of any Collateral that the Secured Party in good faith determines to be declining speedily in value. The Secured Party shall not be obliged to make any sale of Collateral regardless of notice of sale having been given, the Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place it was so adjourned. Upon any sale or other disposition pursuant to this Security Agreement, the Secured Party shall have the right to deliver, assign, and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of by the Secured Party. Each purchaser at any such sale or other disposition (including the Secured Party) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of the Grantor.

(j) subject to preexisting rights and licenses and applicable law, license or sublicense, as applicable, whether on an exclusive or non-exclusive basis, any Intellectual Property Collateral owned by or licensed to the Grantor for such term and on such conditions and in such manner as the Secured Party shall in its sole judgment determine.

(k) If the Grantor fails to perform or comply with any of its agreements contained herein, after the occurrence and during the continuance of an Event of

Default, the Secured Party, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

**5.2 Application of Proceeds.** All payments received and amounts realized by Secured Party shall be promptly applied and distributed by the Secured Party in the following order of priority:

(i) first, to the payment of all costs and expenses, including reasonable legal expenses and attorneys fees, incurred or made hereunder by Secured Party, including any such costs and expenses of foreclosure or suit, if any, and of any sale or the exercise of any other remedy under this Section 6, and of all taxes, assessments or liens superior to the lien granted under this Agreement; and

(ii) second, to the payment or satisfaction to Secured Party of the amounts and obligations then owing under the Note, the Purchase Agreement or this Agreement.

**5.3 Deficiency.** The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorneys employed by the Secured Party or to collect such deficiency.

**5.4 License of Intellectual Property.** For the purpose of enabling the Secured Party to exercise rights and remedies hereunder, at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies pursuant to the terms and conditions hereof, and for no other purpose, Grantor shall be deemed to have granted to Secured Party, to the extent assignable, an irrevocable, non-exclusive license or sublicense, as applicable (exercisable without payment of royalty or other compensation to Grantor) to use, assign, license or sublicense any Intellectual Property Collateral now owned or hereafter acquired by Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof, Grantor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Secured Party under the powers of attorney granted in this Agreement other than actions taken or omitted to be taken through Secured Party's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

**5.5 No Duty of Secured Party.** The powers conferred upon the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Grantor hereby agrees to indemnify the Secured Party against all losses, resulting from any breach of Grantor's representations, warranties, covenants or agreements under this Agreement.

**5.6 Power of Attorney.** Grantor hereby irrevocably appoints the Secured

Party, effective only upon the occurrence and during the continuance of an Event of Default, as its attorney-in-fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the secured party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement including (i) to ask, demand, collect, sue for, recover, compound, receive and give acquaintance and receipts for moneys due and to become due under or in respect of any Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above, (iii) to file any claims or take any action or institute any proceedings which the Secured Party may reasonably deem necessary or desirable to enforce the rights of the Secured Party with respect to any Collateral, (iv) with respect to any Intellectual Property Collateral of the Grantor, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in such Intellectual Property Collateral and the goodwill and general intangibles of Grantor relating thereto or represented thereby; and (vi) to execute assignments, licenses and other documents to enforce the rights of the Secured Party with respect to any Collateral. This power shall be coupled with an interest and shall be irrevocable until the date on which all of the Secured Obligations have been satisfied and performed in full upon the termination of this Agreement.

**5.7 Remedies Cumulative.** The Secured Party's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. The Secured Party shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by the Secured Party of one right or remedy shall be deemed an election, and no waiver by the Secured Party of any Event of Default on Grantor's part shall be deemed a continuing waiver. No delay by Secured Party shall constitute a waiver, election, or acquiescence by it. No waiver by the Secured Party shall be effective unless made in a written document signed on behalf of the Secured Party and then shall be effective only in the specific instance and for the specific purpose for which it was given.

## **6. Miscellaneous**

**6.1 Notices.** Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to the Grantor or to the Secured Party, as the case may be, at its addresses set forth below:

If to the Grantor:	Monogram Biosciences Inc. 345 Oyster Point Boulevard South San Francisco, California 94080  Attention: Chief Executive Officer Facsimile No: +1 650-635-1111
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with a copy to: Attention: General Counsel  
Facsimile No.: +1 650-635-1111

If to the Secured Party: Pfizer Inc.  
235 East 42nd Street  
New York, New York 10017  
  
Attention: President, Pfizer Human Health  
Facsimile No.: +1 212-808-8652

with a copy to: Attention: Vice Chairman, Executive Vice President  
and General Counsel  
Facsimile No.: +1 212-808-8924

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

## **7. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

## **8. SUBMISSION TO JURISDICTION**

**8.1 Submission to Jurisdiction.** In accordance with Section 5-1402 of the New York General Obligations Law, the Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the holder may otherwise have to bring any action or proceeding relating to this Agreement against the grantor or its properties in the courts of any jurisdiction.

**8.2 Waiver of Venue and Inconvenient Forum.** The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 8.1. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

**8.3 Service of Process.** Grantor irrevocably consents to service of process in the manner provided for notices in Section 6.1. This Section 8.3 does not affect any other method of service allowed by law. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**8.4 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

**8.5 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties (and for the avoidance of doubt references herein to a party shall also be deemed to also refer to successors and assigns); provided, however, that neither this Agreement nor any rights hereunder may be assigned by Grantor without the Secured Party's prior written consent, which consent may be granted or withheld in the Secured Party's sole discretion. The Secured Party shall have the right without the consent of or notice to Grantor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, the Secured Party's obligations, rights and benefits hereunder.

**8.6 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

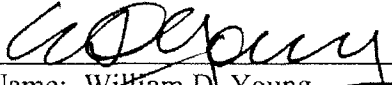
**8.7 Amendments in Writing, Integration.** This Agreement cannot be amended or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement and the Loan Documents.

**8.8 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**GRANTOR**

**MONOGRAM BIOSCIENCES, INC.**

By:   
Name: William D. Young  
Title: Chief Executive Officer

**SECURED PARTY**

**PFIZER INC.**

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

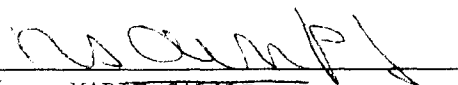
**GRANTOR**

**MONOGRAM BIOSCIENCES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY**

**PFIZER INC.**

By:   
Name: MARIE-CAROLINE SAINPY  
Title: SENIOR VICE PRESIDENT USP MARKETING  
AND WORLDWIDE COMMERCIAL DEVELOPMENT

**SCHEDULE 1**

**Pledged Contracts<sup>1</sup>**

**REDACTED**

**SCHEDULE 2**

**Documents used or held for use in connection with HIV Testing Business**

None.

**SCHEDULE 3**

**Pledged Equipment**

**REDACTED**

**SCHEDULE 3.4**

**Existing Liens on Collateral**

**REDACTED**

**SCHEDULE 3.8**

**Names; Jurisdiction of Organization; Collateral Locations**

**REDACTED**

**SCHEDULE 4**

**Copyrights**

No registered copyrights.

**SCHEDULE 5**

**Patents and Patent Applications – TROPISM**

<b>Matter No.</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
011068-008-999	US	10/077,027	02/15/02			Compositions and Methods for Evaluating Viral Receptor / Co-receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-001	CA	2,476,365	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-012	JP	2003-569876	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-023	HK	05104635.8	06/01/05			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-036	AR	P030100519	02/17/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-055	SG	200405278-3	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-146	CN	03808536.4	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-147	ZA	2004/6583	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-185	TW	092103099	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-227	EP	03713444.2	02/14/03			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-027-999	US	10/504,921	03/29/05			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-012	JP	16-502458	06/04/02			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays



Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-052-023	HK	05104109.5	05/17/05			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-037	BR	PI0210157.2	06/04/02			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-055	SG	200307323.6	06/04/02			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-146	CN	02815323.5	06/04/02			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-147	ZA	2003/9636	06/04/02			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-227	EP	02756136.4	06/04/02			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-052-999	US	09/874,475	06/04/01			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-086-228	PCT	PCT/US05/20240	06/07/05			Compositions and Methods for Determining Resistance to Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-086-999	US	11/146,879	06/06/05			Compositions and Methods for Determining Resistance to Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-155-888	US	60/688,170	06/06/05			Compositions and Methods for Determining Resistance or Susceptibility to Inhibitors of Virus Entry
011068-172-999	US	11/233,461	09/21/05			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Assays
011068-182-999	US	11/323,189	12/29/05			Compositions and Methods for Evaluating Viral Receptor/Co-Receptor Usage and Inhibitors of Virus Entry Using Recombinant Virus Assays
011068-226-888	US	60/765,333	02/04/06			Compositions and Methods for Determining Resistance of Susceptibility to Inhibitors of Virus Entry

**Patents and Patent Applications – NON-TROPISM**

<b>Matter No.</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
011068-014-001	CA	2,491,392	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-007	AU	2003247791	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-008	NZ	537,961	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-012	JP	2004-518237	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-036	AR	P030102396	07/02/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-146	CN	03820744.3	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-147	ZA	2005/0477	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-185	TW	092117962	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-227	EP	03762335.2	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-014-999	US	10/612,604	07/01/03			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-015-001	CA	2,491,388	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-007	AU	2003247790	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-008	NZ	537,960	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-012	JP	2004-518236	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-036	AR	P030102394	07/02/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-146	CN	03820747.8	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-015-147	ZA	2005/0476	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-185	TW	092117955	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-227	EP	03762334.5	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-015-999	US	10/612,600	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-001	CA	2,476,403	02/14/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-007	AU	2003211026	02/14/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-036	AR	P030100520	02/17/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-055	SG		02/14/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-146	CN	03808382.5	02/14/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-227	EP	03742733.3	02/14/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-026-999	US	10/367,223	02/13/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-028-001	CA	2,422,815	09/14/01			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-028-007	AU	2001290923	09/14/01			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-028-999	US	09/663,458	09/15/00			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-029-001	CA	2,422,489	09/14/01			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-029-007	AU	2001290911	09/14/01			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-031-999	US	09/881,033	06/12/01	6,653.081	11/25/03	Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-033-227	EP	02709112.3	01/18/02			Methods for Monitoring Protease Inhibitor Antiretroviral Therapy
011068-033-999	US	09/766,344	01/19/01			Methods for Monitoring Protease Inhibitor Antiretroviral Therapy
011068-034-001	CA	2,411,401	06/12/01			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-012	JP	14-510724	06/12/01			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-037	BR	PI0111575.8	06/12/01			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-055	SG	200207584.4	06/12/01	93667	03/31/05	Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-146	CN	01814056.4	06/12/01			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-147	ZA	2002/10003	06/12/01	2002/10003	02/23/05	Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-227	EP	01944452.0	06/12/01			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-034-999	US	09/591,894	06/12/00			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-035-001	CA	2,375,905	06/22/00			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-035-037	BR	PI0011939.3	06/22/00			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-035-055	SG	200107729.6	06/22/00	85750	05/31/04	Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-035-227	EP	00943056.2	06/22/00			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-035-999	US	09/591,899	06/12/00	6,869,759	03/22/05	Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-037-227	EP	02744311.8	06/04/02			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-044-001	CA	2,216,126	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-002	GB	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-003	DE	69711584.4	01/29/97	69711584.4	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-004	FR	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-005	IT	26249BE/2002	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-044-006	BE	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-007	AU	19528/97	01/29/97	732255	07/26/01	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-008	NZ	331376	01/29/97	331376	07/06/00	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-009	MX	PA/A/1998/006 104	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-012	JP	09-527123	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-013	CH	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-015	NO	19983421	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-019	RU	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-023	HK	99104115.4	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-027	HU	P9900388	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-048	NL	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-054	ES	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-055	SG	9803920.9	01/29/97	54890	02/20/01	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-044-121	RO	98-01216	01/29/97	118887	10/30/03	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-146	CN	97192932.7	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-150	PL	P-328068	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-155	IE	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-158	IL	125464	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-187	KR	10-1998-0705841	01/29/97	0537153	12/09/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-200	EA	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-227	EP	97907549.6	01/29/97	0852626	04/03/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-251	MD	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-252	BY	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-261	KZ	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-262	AP	AP/P/99/001360	01/29/97			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-275	AZ	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-044-276	AM	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-277	KG	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-278	TJ	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-044-279	TM	199800669	01/29/97	005426	02/24/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-047-999	US	08/790,963	01/29/97	5,837,464	11/17/98	Compositions and Methods for Determining Antiviral Drug Susceptibility and Resistance
011068-048-001	CA	2298102	07/30/98			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-048-012	JP	12-505336	07/30/98			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-048-023	HK	00104541.6	07/30/98			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-048-055	SG	200000199.0	07/30/98	70416	04/04/02	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-048-187	KR	10-2000-7001002	07/30/98			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-048-227	EP	98940779.6	07/30/98			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-055-001	CA	2,341,679	06/24/99			Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-007	AU	49611/99	06/24/99	769927	05/27/04	Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS



Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-055-008	NZ	508981	06/24/99	508981	06/08/04	Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-009	MX	12843	06/24/99			Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-012	JP	12-556067	06/24/99			Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-023	HK	00108567.6	06/24/99			Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-037	BR	PI9912209.0	06/24/99			Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-055	SG	200007441.9	06/24/99	78164	10/31/03	Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-146	CN	99813479.1	06/24/99	ZL9981347 9.1	06/23/04	Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-055-227	EP	99933581.3	06/24/99			Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-056-999	US	09/339,357	06/23/99	6,489,098	12/03/02	Means and Methods for Monitoring Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-058-001	CA	2,329,140	05/26/99			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-007	AU	42075/99	05/26/99	772511	08/20/04	Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-058-008	NZ	508834	05/26/99	508834	10/07/04	Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-009	MX	011623	05/26/99			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-012	JP	12-551038	05/26/99			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-023	HK	01106422.4	09/11/01			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-037	BR	PI9911600.6	05/26/99			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-055	SG	200006820.5	05/26/99			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-146	CN	99808689.4	05/26/99	99808689.4	06/01/05	Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-058-227	EP	99925874.2	05/26/99			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy
011068-059-999	US	09/320,299	05/26/99	7,037,644	05/02/06	Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-062-999	US	09/489,221	01/21/00	6,351,690	02/26/02	Automated Method and System for Performing Antiviral Drug Susceptibility and Resistance Testing
011068-064-007	AU	54306/01	01/29/97	776535	01/06/05	Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-064-227	EP	01117002.4	07/12/01			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-065-001	CA	2,491,395	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-007	AU	2003256460	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-008	NZ	537959	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-012	JP	2004-518241	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-065-036	AR	P030102395	07/02/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-146	CN	03820745.1	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-147	ZA	2005/0475	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-185	TW	092117958	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-227	EP	03762339.4	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-065-999	US	10/612,603	07/01/03			Compositions and Methods for Determining the Susceptibility of a Pathogenic Virus to Protease Inhibitors
011068-067-999	US	10/681,078	10/07/03			Means and Methods for Monitoring Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-074-228	PCT	PCT/US05/033 92	02/04/05			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-074-999	US	11/052,741	02/04/05			Compositions and Methods for Determining the Replication Capacity of a Pathogenic Virus
011068-078-999	US	10/758,683	01/14/04			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-081-228	PCT	PCT/US05/033 91	02/04/05			Methods for Determining Reduced Susceptibility of HIV to Protease Inhibitor Treatment
011068-081-999	US	11/051,812	02/04/05			Methods for Determining Reduced Susceptibility of HIV to Protease Inhibitor Treatment
011068-083-228	PCT	PCT/US05/102 56	03/28/05			Compositions and Methods for Determining Epistatic Relationships Between HIV Mutations that Affect Replication Capacity
011068-083-999	US	11/092,204	03/28/05			Compositions and Methods for Determining Epistatic Relationships Between HIV Mutations that Affect Replication Capacity
011068-084-146	CN	200410006832 .0	02/24/04			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy

Matter No.	Country	Application No.	Filing Date	Patent No.	Issue Date	Title
011068-085-999	US	10/846,181	05/14/04			Compositions and Methods for Determining Anti-Viral Drug Susceptibility and Resistance and Anti-Viral Drug Screening
011068-088-228	PCT	PCT/US05/039206	10/27/05			Methods and Compositions for Determining Resistance or Susceptibility of HIV-1 to Stavudine
011068-088-999	US	10/976,721	10/29/04			Methods and Compositions for Determining Resistance or Susceptibility of HIV-1 to Stavudine
011068-089-999	US	10/989,692	11/15/04			Means and Methods for Monitoring Non-Nucleoside Reverse Transcriptase Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decisions in the Treatment of HIV/AIDS
011068-095-228	PCT	PCT/US06/05512	02/17/06			Methods and Compositions for Determining Anti-HIV Drug Susceptibility and Replication Capacity of HIV
011068-096-888	US	60/654,738	02/18/05			Methods and Compositions for Determining Hypersusceptibility of HIV-1 to Non-Nucleoside Reverse Transcriptase Inhibitors
011068-151-228	PCT	PCT/US06/005511	02/17/06			Methods and Compositions for Determining Hypersusceptibility of HIV-1 to Non-Nucleoside Reverse Transcriptase Inhibitors
011068-151-888	US	60/685,301	05/26/05			Methods and Compositions for Determining Hypersusceptibility of HIV-1 to Non-Nucleoside Reverse Transcriptase Inhibitors
011068-152-888	US	60/685,336	05/27/05			Methods and Compositions for Determining Resistance of HIV-1 to Protease Inhibitors
011068-153-888	US	60/685,337	05/27/05			Method for Determining Resistance of HIV to Nucleoside Reverse Transcriptase Inhibitor Treatment
011068-154-999	US	11/140,311	05/27/05			Means and Methods for Monitoring Protease Inhibitor Antiretroviral Therapy and Guiding Therapeutic Decision in the Treatment of HIV/AIDS
011068-156-888	US	60/688,171	06/06/05			Methods and Compositions for Determining Resistance of HIV-1 to Non-Nucleoside Reverse Transcriptase Inhibitors
011068-181-888	US	60/750,892	12/16/05			Methods and Compositions for Determining Resistance of HIV-1 to Protease Inhibitors
011068-225-888	US	60/760,580	01/19/06			Methods for Determining Resistance of HIV to Protease Inhibitor Treatment

## SCHEDULE 6

### Trademarks and Trademark Applications

Matter No.	Country	Application No.	Filing Date	Registration No.	Registration Date	Title
11068-011-999	US	76/515,714	5/21/2003			PHENOSCREEN
11068-039-999	US	76/293,856	8/3/2001	2,667,211	12/24/2002	PHENOSENSE GT
11068-040-999	US	75/572,026	10/16/1998	2,496,653	10/9/2001	PHENOSENSE
11068-041-999	US	75/572,025	10/16/1998	2,471,981	7/24/2001	GENESEQ
11068-042-999	US	75/941,543	3/10/2000	2,436,960	3/20/2001	CHOOSING THE PATH OF LEAST RESISTANCE
11068-179-999	US	78/773,874	12/15/2005			PHENOSENSE ENTRY
11068-180-999	US	78/773,876	12/15/2005			PHENOSENSE TROPISM

**SCHEDULE 7**

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**SCHEDULE 8**

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