

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	12/19/2006
CONVEYING PARTY DATA	
Name	Execution Date
Axygen, Inc. and Labnet International, Inc.	12/19/2006
RECEIVING PARTY DATA	
Name:	CIT Lending Services Corporation c/o CIT Group Inc.
Street Address:	505 Fifth Avenue
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6475774
Patent Number:	5891327
Patent Number:	6190300
CORRESPONDENCE DATA	
Fax Number:	(212)836-6778
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	1-212-836-7430
Email:	probbins@kayescholer.com
Correspondent Name:	Paul Robbins, Esq.
Address Line 1:	425 Park Avenue
Address Line 2:	Kaye Scholer LLP
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Paul Robbins

CH \$120.00 6475774

500197125

PATENT
REEL: 018654 FRAME: 0493

Total Attachments: 6

source=CIT_Axygen_Assignment_Patents#page1.tif

source=CIT_Axygen_Assignment_Patents#page2.tif

source=CIT_Axygen_Assignment_Patents#page3.tif

source=CIT_Axygen_Assignment_Patents#page4.tif

source=CIT_Axygen_Assignment_Patents#page5.tif

source=CIT_Axygen_Assignment_Patents#page6.tif

ASSIGNMENT OF SECURITY INTEREST

(PATENTS)

WHEREAS, Axygen, Inc., a California corporation ("Borrower"), owns the patents listed on the annexed Schedule 1 annexed hereto as part hereof, which patents are registered in the United States Patent and Trademark Office (the "Axygen Patents");

WHEREAS, Labnet International, Inc., a New Jersey corporation (herein referred to as "Labnet"), owns the patents listed on the annexed Schedule 2 annexed hereto as part hereof, which patents are registered in the United States Patent and Trademark Office (the "Labnet Patents");

WHEREAS, Borrower and Labnet are individually referred to herein each as a "Patent Owner" and collectively as the "Patent Owners", and the Axygen Patents and the Labnet Patents are referred to collectively herein as the "Patents";

WHEREAS, the Patent Owners were obligated to American Capital Financial Services Inc., as administrative and collateral agent (referred to herein as the "Grantor") and the other Secured Parties as defined in the Pledge and Security Agreement dated as of September 7, 2006 (the "Original Security Agreement") made by Axygen Holdings Corporation, the Patent Owners, the other Subsidiary Parties (as defined therein) and the Grantor for the payment and performance of the Obligations (as defined in the Original Security Agreement);

WHEREAS, pursuant to the Original Security Agreement and the Patent Security Agreement dated as of September 7, 2006 (the "Original Patent Agreement") and collectively with the Original Security Agreement, referred to herein as the "Original Security Documents"), the Patent Owners granted to Grantor a security interest in, and mortgage on, all right, title and interest of the Patent Owners in and to the Patents (the "Original Assignment"), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, which Original Assignment was recorded at the United States Patent and Trademark Office at reel/frame 018231/0296 and 018231/0304;

WHEREAS, Grantor entered into the Credit Agreement, dated as of September 7, 2006 (the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Credit Agreement or the Amended and Restated Credit Agreement (as defined below), as applicable) among the Grantor, as agent for the Lenders, Axygen Holdings Corporation, Borrower and the Lenders party thereto from time to time. Effective as of the date hereof, the Credit Agreement has been amended and restated (the "Amended and Restated Credit Agreement") and in accordance with the terms thereof and the terms of that certain Omnibus Assignment of Transaction Documents dated as of the date hereof, between Grantor and CIT Lending Services Corporation, as administrative and collateral agent under the Amended and Restated Credit Agreement (the "New Agent"), Grantor and the Lenders have assigned all of their rights and obligations under the Credit Agreement and the Original Security Documents and all other rights and remedies granted to the Grantor under the Original Security Documents to New Agent;

WHEREAS, the Patent Owners are now obligated to New Agent and the other Secured Parties as defined in the Amended and Restated First Lien Pledge and Security Agreement dated as of December 19, 2006 (as may be further amended, modified and supplemented and in effect from time to time, the "Security Agreement") made by Axygen Holdings Corporation, the Patent Owners, the other Subsidiary Parties (as defined therein) and the New Agent for the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Patent Owners have granted to New Agent a security interest in, and mortgage on, all right, title and interest of the Patent Owners in and to the Collateral, to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor assigns, without recourse, representation or warranty, its security interest in, and mortgage on, all right, title and interest of the Patent Owners in and to the Collateral, and the Patent Owners do hereby confirm the grant to New Agent of a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Each Patent Owner does hereby further acknowledge and affirm that the rights and remedies of New Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantor does hereby confirm that it has released, relinquished and discharged all of its rights with respect to the Collateral.

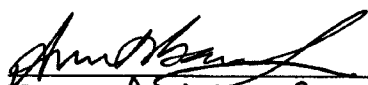
New Agent's address is CIT Group, Inc., 505 Fifth Avenue, 4th Floor, New York, New York 10017, Attn: Barbara Habhab, Facsimile: (212) 771-9520.

IN WITNESS WHEREOF, the Patent Owners and the Grantor have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the 19th day of December, 2006.

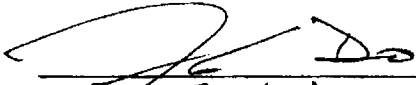
AXYGEN, INC.

By: 
Name: AMIT BANSAL
Title: CFO

LABNET INTERNATIONAL, INC.

By: 
Name: AMIT BANSAL
Title: VP

AMERICAN CAPITAL FINANCIAL SERVICES,
INC., as Grantor

By: 
Name: Frank Do
Title: SVP

31376252.DOC

SCHEDULE 1

PATENTS

Patent Registrations:

<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Jurisdiction</u>
Axygen, Inc.	6,475,774	11/05/2002	Reaction Plate Sealing Means	United States
Axygen, Inc.	5,891,327	04/06/1999	Centrifuge Tube with Rotational Position Index	United States

Patent Licenses:

License and Supply Agreement among Cytonix Corporation and Axxygen, Inc., dated as of 1998.

Limited Exclusive Patent and Copyright License Agreement for Crystal Detection system dated March 31, 2005 between Axxygen, Inc., as Licensee, and the Regents of the University of California, as Licensor, as amended August 30, 2006.

Limited Exclusive and Non-Exclusive Patent and Copyright License Agreement for Random Screening Conditions dated April 14, 2005 between Axxygen, Inc., as Licensee, and the Regents of the University of California, as Licensor, as amended August 30, 2006.

SCHEDULE 2

PATENTS

Patent Registrations:

<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>	<u>Jurisdiction</u>
Labnet International, Inc.	6,190,300	02/20/2001	Centrifuge Rotor Adapted for use with Centrifuge Tube Strips	United States

Patent Licenses:

None.