

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dako North America, Inc.	08/29/2007
RECEIVING PARTY DATA	
Name:	Nordea Bank Danmark A/S
Street Address:	Christiansbro Strandgade 3
Internal Address:	P.O. Box 850
City:	Copenhagen C
State/Country:	DENMARK
Postal Code:	DK-0900
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6727072
CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128951356
Email:	jennifer.spinning@cliffordchance.com
Correspondent Name:	Jennifer M. Spinning
Address Line 1:	31 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6131
ATTORNEY DOCKET NUMBER:	70-40279407
NAME OF SUBMITTER:	Jennifer M. Spinning

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Total Attachments: 6
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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of August 29, 2007 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Nordea Bank Danmark A/S, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined in the Facilities Agreements referred to below).

WHEREAS, Dako A/S (formerly Danish Holdco A/S), a company organized under the laws of Delaware with registered number CVR - no 30281829 (the "**Company**"), and certain of its Subsidiaries (including the Grantors) have entered into a Senior Facilities Agreement dated 24 May 2007 as amended on 27 June 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facilities Agreement**") with the Security Agent, as security agent on behalf of the Secured Parties (as defined therein).

WHEREAS, the Company and certain of its Subsidiaries (including the Grantors) have entered into a Mezzanine Facility Agreement dated 24 May 2007 as amended on 27 June 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Mezzanine Facility Agreement**", and together with the Senior Facilities Agreement, the "**Facilities Agreements**").

WHEREAS, the Company and certain of its Subsidiaries (including the Grantors) have entered into an Intercreditor Agreement dated 24 May 2007 as amended on 27 June 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Intercreditor Agreement**") with, among others, the Security Agent as security agent and the institutions listed therein as lenders.

WHEREAS, pursuant to the Senior Facilities Agreement, the Grantors have executed and delivered that certain Security Agreement dated as of August 29, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time the "**Security Agreement**") with the Security Agent as security agent.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the rateable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security**

Each Grantor hereby grants to the Security Agent for the rateable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule 1 hereto (as such Schedule 1 may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- 1.2 all United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule 2 hereto (as such Schedule 2 may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "**Trademarks**");
- 1.3 all copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule 3 hereto (as such Schedule 3 may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. **Recordation**

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Grants, Rights and Remedies**

5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DAKO NORTH AMERICA, INC.

By 

Name:

Title:

Address for Notices:

c/o Dako Denmark A/S

Produktionsvej 42

DK-2600 Glostrup

Denmark

Email Address:

SCHEDULE 1

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

Grantor	Patents	Country	Patent No.	Issue Date
Dako North America, Inc.	1	US	6.727.072	27 April 2004

SCHEDULE 2

TRADEMARKS

Grantor	Trademarks and Trade Names	Country	Mark	Reg. No.	[Applic. No. or	Filing Date or	Issue Date]
Dako North America, Inc.	None						

SCHEDULE 3

COPYRIGHTS

Grantor	Copyrights	Country	Title	Reg. No.	[Applic. No. or	Filing Date or	Issue Date]
Dako North America, Inc.	None						