

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Digilab, Inc.	11/30/2007

RECEIVING PARTY DATA

Name:	Harvard Bioscience, Inc.
Street Address:	84 October Hill Road
City:	Holliston
State/Country:	MASSACHUSETTS
Postal Code:	01746

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	6310686
Patent Number:	6870612
Patent Number:	6809812
Patent Number:	6744500
Patent Number:	6875616
Patent Number:	6483581
Patent Number:	7202044
Application Number:	11909491
Application Number:	11792963
Application Number:	11883133
Application Number:	60987901
Application Number:	60964238
Application Number:	10680087
Application Number:	11726160
Application Number:	10549141

PATENT

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REEL: 020317 FRAME: 0912

CH \$840.00 6310686

Application Number:	10497073
Application Number:	11632323
Application Number:	11445830
Application Number:	10585380
PCT Number:	US0721950
PCT Number:	US0717291

CORRESPONDENCE DATA

Fax Number: (734)222-4769
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-222-4776
Email: trademark@jaffelaw.com
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Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Jeremy D. Bisdorf
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Total Attachments: 28

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PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made and entered into as of November 30, 2007 by Digilab, Inc., a Delaware corporation ("Digilab"), in favor of Harvard Bioscience, Inc., a Delaware corporation ("Harvard").

RECITALS

Digilab and Harvard, among others, are parties to that certain Asset Purchase Agreement of even date herewith, pursuant to which Digilab, directly and through one or more of its subsidiaries, agreed to purchase the Assets from Harvard, directly and through one or more of its subsidiaries (the "Purchase Agreement"). Any capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.

Pursuant to Section 5.08 of the Purchase Agreement, Digilab has agreed to grant Harvard a first priority security interest (subject to the limitations set forth in Section 5.09 of the Purchase Agreement) in the Collateral (defined below) in order to secure Digilab's obligations arising under the Purchase Agreement with respect to the Earn-Out, including, but not limited to the Earn-Out Promissory Notes.

In order to secure the prompt satisfaction by Digilab of all of its obligations to Harvard under the Purchase Agreement with respect to the Earn-Out, the Earn-Out Promissory Notes and this Agreement, Digilab has agreed to execute and deliver this Agreement and to grant Harvard a continuing security interest in the Collateral as more fully set forth below.

AGREEMENTS

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, Harvard and Digilab hereby agree as follows:

SECTION 1. Definition of Secured Obligations As used herein, "Secured Obligations" means all obligations of Digilab under the Purchase Agreement with respect to the Earn-Out, including, but not limited to the Earn-Out Promissory Notes and all costs and expenditures made or incurred by Harvard for taxes, insurance, and repairs to and maintenance of the Collateral or made or incurred by Harvard in the administration, collection or enforcement (including professional fees and expenses) of its rights under the Purchase Agreement with respect to the Earn-Out, including, but not limited to, the Earn-Out Promissory Notes and this Agreement.

SECTION 2. Grant of Security Interest To secure the prompt satisfaction of the Secured Obligations, Digilab hereby grants to Harvard a continuing security interest or pledge, as the case may be, in and to:

- (a) all of Digilab's now owned or hereafter acquired assets, including, without limitation, all general intangibles, goods, documents, inventory, work in process, instruments, equipment, furniture, machinery, fixtures, trade fixtures, contract rights,

chattel paper, accounts, accounts receivable, documents, cash, cash equivalents, patents, licenses, deposit accounts, investment property, letters of credit rights and letters of credit, motor vehicles, software, general intangibles (including all product source code and object code), trade secrets and other proprietary information, trademarks, servicemarks, business names and domain names, copyrights (including, without limitation, copyrights for computer programs) and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable), patents and patent applications and license agreements, together with all proceeds of the foregoing, including, without limitation, proceeds of insurance payable by reason of loss or damage to the foregoing property (collectively, the "Personal Property Collateral"), which for the avoidance of doubt includes all of Digilab's tangible and intangible personal property; and

(b) 66 shares of capital stock of Digilab Genomic Solutions (UK) Limited, 194,510 registered shares of Maia ("Maia's Shares") and any additional equity securities (other than (i) any shares of Digilab Biovision GmbH owned by Digilab, which will be covered by a separate share pledge agreement subject to German law to be agreed between the parties hereto and executed concurrently with this Agreement, and (ii) any other shares of German limited liability companies owned by Digilab, which will be covered by separate share pledge agreements subject to German law to be agreed between the parties hereto)(collectively, the "German Shares") or other investment property from time to time acquired by Digilab in any manner, including, without limitation, stock dividends or a distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off (which equity securities shall be deemed to be part of the Pledged Securities), and any certificates representing such additional equity securities, and all dividends, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such equity securities; provided, however, that in the case of a non-U.S. subsidiary of Digilab, the pledge of any such equity securities shall be limited to 66% of the issued and outstanding equity securities of such non-U.S. subsidiary of Digilab, but only to the extent that a pledge of a greater percentage could reasonably be expected to result in adverse U.S. federal income tax consequences to Digilab or its subsidiaries (the "Pledged Securities" and together with the Personal Property Collateral, the "Collateral")

SECTION 3. Delivery of Pledged Securities All certificates currently representing the Pledged Securities (to the extent that the Pledged Certificates are certificated) shall be delivered to Harvard on or prior to the execution and delivery of this Agreement. All other certificates and instruments constituting Pledged Securities, if any, from time to time or required to be pledged to Harvard by Digilab pursuant to the terms of this Agreement shall be delivered to Harvard promptly upon (and in any event not more than five (5) days after) receipt thereof by Digilab. All such certificates and instruments shall be held by Harvard pursuant to the terms of this Agreement and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank, all in form and substance satisfactory to Harvard. As for Maia's Shares, pursuant to Section 6 hereunder, Digilab will arrange for the pledge to be recorded in the share register of Maia immediately after the transfer of the shares pursuant to the Purchase Agreement.

If any of the Pledged Securities consists of uncertificated securities, Digilab shall cause each issuer of such securities to agree that it will comply with instructions originated by Harvard with respect to such securities without further consent by Digilab.

SECTION 4. Enforcement of the Pledge Granted With Respect to the Pledged Securities. Upon the occurrence and during the continuance of an Event of Default (as defined below), Harvard shall have the right, at any time in its discretion and without notice to Digilab, to transfer to or to register in the name of Harvard or any of its nominees any or all of the Pledged Securities. Notwithstanding anything contained in the Articles of Association of Digilab Genomic Solutions (UK) Limited or Digilab Europe Limited, Digilab shall procure that the directors of that company shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer is executed in favor of Harvard (to whom such shares have been charged by way of security) or by any nominee of Harvard pursuant to the power of sale under such security and the certificate by any officer of Harvard that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.

Notwithstanding the previous paragraph, as for Maia's Shares, upon the occurrence and, or during the continuance of an Event of Default (as defined below), Harvard shall have the right, at any time in its own discretion and without prior notice to Digilab, to enforce the pledge granted on Maia's Shares in accordance with Belgian law, i.e. by selling off or appropriating Maia's Shares.

Should Harvard, at its own discretion, decide to enforce the Agreement by selling off Maia's Shares, it is understood that the sale would occur in an orderly manner, as soon as commercially reasonable and practically feasible. Any proceeds of that sale that would exceed the value of the Secured Obligation outstanding at the time of the sale and any cost or expenses made or incurred by Harvard in the sale shall return to Digilab.

Should Harvard, at its own discretion and without the need of a prior authorization from the court, decide to enforce the Agreement by the appropriation of the Maia's Shares, it is understood that Harvard's appropriation of Maia's Shares will be allowed at the then applicable market value (the Market Value), which will be the market value that is applicable on the specific date of the appropriation, which will be determined by an independent expert, appointed upon the request of Harvard pursuant to the following method: at the fair market value of the assets of Maia less its liabilities as if sold between a willing buyer and a willing seller as a going concern using a standard market multi criteria approach combining market multiples, book value, discounted cash flow or, as the case may be, comparable public transactions of which the price is known (taking into account circumstances at the time of the valuation and making all necessary adjustments to the assumption being used) and acting in a reasonable manner, on the day of appropriation. In the event that the Market Value exceeds the value of the Secured Obligations outstanding at the time of the appropriation and any costs or expenses made or incurred by Harvard in relation with the enforcement of the Agreement, this difference shall be paid shortly by Harvard to Digilab.

SECTION 5. Authorization to File Financing Statements. By execution of this Agreement, Digilab acknowledges that Harvard is irrevocably authorized to file financing statements or similar documents (and any amendments thereto) with respect to the Collateral in

all jurisdictions that Harvard deems appropriate or necessary, including but not limited to any filings with the United States Patent and Trademark Office.

SECTION 6. Attorney-in-Fact. Digilab hereby appoints Harvard as Digilab's attorney-in-fact, with full power of substitution, to execute, endorse and deliver any and all agreements, assignments, pledges, instruments and any other writings, and to take any and all other actions, which Harvard may deem necessary or desirable to carry out the terms and effect the purposes of this Agreement and to exercise fully its rights and remedies under this Agreement. Such power of attorney is coupled with an interest and shall be irrevocable until the Secured Obligations are paid in full. With respect to the 194,510 registered shares of Maia on which Digilab grants a pledge pursuant to Section 2 of this Agreement, Digilab appoints Harvard as special proxy-holder in order to proceed, immediately after the transfer of the Maia's Shares pursuant to the Purchase Agreement and the drafting of the related inscriptions in the share register of Maia, to the inscription in the share register of Maia of the pledge granted by Digilab to Harvard on 194,510 registered shares of Maia.

SECTION 7. Voting Rights; Dividends and Distributions with Respect to Pledged Securities

(a) For so long as no Event of Default exists: (i) Digilab shall be entitled to exercise any and all voting and/or consensual rights and powers accruing to an owner of the Pledged Securities for any purpose not inconsistent with (A) the provisions of this Agreement, and (B) the preservation of the value of and Harvard's security interest in the Pledged Securities; and (ii) Digilab shall be entitled to receive and utilize dividends and distributions made on the Pledged Securities.

(b) Upon the occurrence and during the continuance of an Event of Default, all rights of Digilab to exercise the voting and consensual rights and powers and to receive any dividends or distributions shall cease, and all such rights shall immediately become vested in Harvard. This Agreement shall be deemed an irrevocable proxy, coupled with an interest, permitting Harvard to vote in the name, place and stead of Digilab, all equity securities comprising the Pledged Securities on the occurrence and during the continuance of any Event of Default.

(c) In addition to the foregoing and Harvard's rights under Section 6 above, upon the occurrence and during the continuance of an Event of Default, Harvard may, as Digilab's attorney-in-fact, direct that all money, cash proceeds, instruments and any and all other property which is or may at any time become payable in respect of any or all of the Pledged Securities and which Harvard is or may become entitled to receive under this Agreement be paid to Harvard. All such property so received by Harvard may be retained as additional Collateral or applied in payment of the Secured Obligations until the Event of Default no longer exists.

SECTION 8. Representations and Warranties Concerning the Collateral. Digilab hereby represents and warrants that: (a) the Pledged Securities constitute, respectively 66% of the currently outstanding equity securities of each non-U.S. subsidiary of Digilab (except for Digilab Europe Limited) and that Digilab does not have any U.S. subsidiaries; provided, however, that

Digilab hereby represents and warrants that Digilab Europe Limited is a dormant entity that has assets of less than \$100,000; and provided, further, that if Digilab Europe Limited is not dissolved within six weeks of the date of this Agreement, then Digilab hereby covenants and agrees that it shall pledge the securities of that entity to Harvard and that such securities shall be deemed Pledged Securities; (b) Digilab has the capacity to execute, deliver and perform its obligations under this Agreement and to pledge, assign, deliver, transfer and grant a security interest in the Collateral to Harvard; (c) when executed and delivered by Digilab, this Agreement will be a valid and binding obligation of Digilab, enforceable in accordance with its terms; (d) Digilab has good title to the Collateral (and is or will be, as applicable, the legal record and beneficial owner of the Collateral), free and clear of all encumbrances except for Harvard's security interest under this Agreement; (e) all filings and other actions necessary or desirable to perfect the security interest in the Collateral created under this Agreement have been duly made or taken and are in full force and effect and this Agreement creates a valid, and together with such filings and other actions, perfected first priority security interest in the Collateral; and (f) no authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority is required either (i) for the pledge by Digilab of the Pledged Securities pursuant to this Agreement; (ii) the perfection or maintenance of the security interest created hereunder (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the UCC (defined below), which financing statements have been duly filed and are in full force and effect, and the actions described in Section 3 with respect to Pledged Securities, which actions have been taken and are in full force and effect; or (iii) for the exercise by Harvard of the voting or other rights provided for in this Agreement or the remedies in respect of the Pledged Securities pursuant to this Agreement (except as may be required in connection with a disposition of the Pledged Securities by laws affecting the offering and sale of securities generally).

SECTION 9. Representations and Warranties Concerning Digilab's Legal Status

Digilab represents and warrants to Harvard that: (a) Digilab's and each of its subsidiaries exact legal name, type of organization and jurisdiction of organization are set forth on Exhibit A of this Agreement; (b) Digilab's organizational identification number in the State of Delaware and federal employer identification number are set forth on the signature page to this Agreement; and (c) Digilab's place of business or, if more than one, its chief executive office, is as set forth on Exhibit A to this Agreement.

SECTION 10. Digilab's Covenants Digilab covenants and agrees that: (a) it will, at its sole cost and expense, execute and deliver to Harvard such further conveyances, agreements, assignments, instruments and other writings, and take such further action, as Harvard may reasonably request in order to obtain the full benefit of this Agreement, the Collateral, the German Shares, and the rights, powers and remedies granted to Harvard under this Agreement; in particular, Digilab shall, as soon as possible after the Closing Date, but in any event within three (3) business days thereof, execute the pledge agreement relating to the German Shares in front of a German notary, duly register the pledge of the Maia Shares in the official share registry of Maia, and deliver to Harvard the certificates for the Pledged Securities of Digilab Genomic Solutions (UK) Limited and Digilab Europe Limited; (b) until all of the Secured Obligations have been satisfied and this Agreement has been terminated (except as otherwise permitted hereunder and other than the sale, lease or other disposition for value of finished products and inventory in the ordinary course of business (which dispositions may include sales of

discontinued products at prices below list prices), the license of intellectual property on a non-exclusive basis in the ordinary course of business, the Permitted Working Capital Debt, and a Permitted Maia Transaction (subject to the restrictions contained in the Earn-Out provisions of the Purchase Agreement)), Digilab will not, without Harvard's prior written consent, sell, assign, transfer, exchange or otherwise temporarily or permanently dispose of any item of the Collateral (including to any Affiliate of Digilab), or offer or contract to do so, or take any action with the intent to adversely affect Harvard's interest under this Agreement, and will not without such consent create, incur, assume or permit to exist any security interest, pledge, claim or other charge or encumbrance on or with respect to any such item other than the security interest granted to Harvard under this Agreement; and (c) it will, at its sole cost and expense, defend, Harvard's right, title and security interest in and to the Collateral against the claims of any other party. Notwithstanding anything to the contrary in this Agreement, there may be no grant of an exclusive license of any of the intellectual property of Digilab or its subsidiaries without the prior written consent of Harvard.

SECTION 11. Insurance Digilab agrees that it will, at its sole cost and expense, fully insure the Personal Property Collateral against all loss or damage for any risk of whatsoever nature in such amounts as customarily insured against by businesses with established reputations engaged in similar businesses to Digilab, with reputable companies, and under such policies as shall be reasonably satisfactory to Harvard. All policies shall expressly provide that Harvard shall be an additional insured. Harvard is hereby granted a security interest in the proceeds of such insurance. If Digilab at any time fails to obtain or to maintain any of the insurance required above or pay any premium in whole or in part with respect to such insurance, Harvard, without waiving any default hereunder, may make such payment or obtain such policies as Harvard, in its sole discretion, deem advisable to protect the Personal Property Collateral. All out-of-pocket costs reasonably incurred by Harvard, including professional fees, court costs, expenses, and other related charges, shall become a part of the Secured Obligations.

SECTION 12. Taxes, Liens, etc. Digilab shall pay at or before maturity, or before they become delinquent, as the case may be, all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to Digilab's business; provided, however, that Digilab shall not be required to pay any taxes, levies, assessments or charges which it is contesting in good faith by appropriate actions or proceedings diligently pursued, and for which adequate reserves in conformity with generally accepted accounting principles have been established. If Digilab fails to pay such taxes or other charges in accordance with the foregoing, Harvard, in its sole discretion, may pay such charges on behalf of Digilab; and all sums so disbursed by Harvard, including professional fees, court costs, expenses, and other related charges, shall become a part of the Secured Obligations.

SECTION 13. Information and Reporting Digilab agrees to supply to Harvard such information concerning the status of any of the Collateral as Harvard, from time to time, may reasonably request.

SECTION 14. Default An "Event of Default" under this Agreement shall be deemed to exist upon the occurrence and continuance of any of the following events: (a) an "Event of Default" as defined in the Earn-Out Promissory Notes; (b) any representation or warranty by Digilab hereunder, shall be inaccurate or incomplete in any material respect; or (c) the breach,

non-compliance or nonperformance of any of Digilab's covenants or agreements under this Agreement or the Earn-Out provisions of the Purchase Agreement.

SECTION 15. Remedies Upon Default Upon the occurrence and during the continuance of an Event of Default, Harvard may pursue any or all of the following remedies:

(a) If an Event of Default has occurred and is continuing, Harvard may at any time and from time to time exercise any and all rights and remedies available to it (i) under this Agreement, the Purchase Agreement (solely with respect to the Earn-Out) and the Earn-Out Promissory Notes, including those rights and remedies set forth below, and (ii) as a secured party under the Uniform Commercial Code as then in effect in the State of Delaware (the "UCC") and under any other applicable law or rule of law or equity, including the right to immediate possession of the Collateral. Should Harvard elect to proceed by action at law or in equity to foreclose its security interest in and sell any or all of the Collateral, Digilab waives (to the extent permitted by law) any rights it may then have in connection therewith to require Harvard to post bonds, securities or other collateral security or to demand possession of any such Collateral pending judgment therein.

(b) To the extent permitted by applicable law (including, but not limited to, federal, state and any other applicable securities laws in the case of the Pledged Securities), Harvard may sell, assign, transfer, endorse and deliver all or, from time to time any part, of the Collateral at public or private sale, for cash, on credit or in exchange for other property, for immediate or future delivery, without advertisement or notice (except as provided in this subsection), and for such price and on such terms as Harvard deems appropriate, provided only that all aspects of any such disposition are commercially reasonable and provided further that Harvard provides Digilab with advance written notice of such sale or disposition. Digilab agrees that to the extent notice of the time and place of any such public sale, or of the time after which Harvard intends to make any such private sale or other disposition, is required under the UCC or this Agreement, such notice shall be deemed commercially reasonable if transmitted not less than ten (10) days prior thereto (or such other longer period as may be required by applicable law). Harvard shall not be obligated to effect any sale of any or all of the Collateral, and may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may be held without further notice at the time and place to which it was so adjourned.

(c) At any such private or public sale, Harvard shall be entitled to bid for and/or purchase the Collateral then being sold and may pay the price thereof by credit against the Secured Obligations then outstanding. Any purchaser of any item(s) of the Collateral (including Harvard) shall take such item(s) free from any right or claim of Digilab, and Digilab hereby waives, to the extent permitted by the UCC and other applicable law, all rights of redemption and/or to any stay, exemption or appraisal which Digilab now has or may hereafter acquire.

(d) The proceeds of the sale or other disposition of the Collateral shall be applied first, to that part of the Secured Obligations consisting of Harvard's reasonable

out-of-pocket expenses (including professional fees, costs and expenses) in preparing for disposition and disposing of the Collateral and, to the extent not previously reimbursed by Digilab, in exercising and enforcing its rights, powers and remedies under this Agreement, and second, to the satisfaction of the then outstanding amount of the Earn-Out, Digilab's indebtedness under the Earn-Out Promissory Notes and of all other Secured Obligations then remaining unpaid (whether or not earned). To the extent that the Earn-Out Period has not expired, such that the total Earn-Out Purchase Price has not yet been determined, Harvard shall have the option to use the Earn-Out Prepayment to determine the remainder of the Earn-Out Purchase Price due to Harvard. Harvard shall account to Digilab for any surplus.

SECTION 16. Harvard's Obligations and Duties. Notwithstanding anything to the contrary contained in this Agreement, Digilab shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by Digilab thereunder. Harvard shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by Harvard of any payment relating to any of the Collateral, nor shall Harvard be obligated in any manner to perform any of the obligations of Digilab under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Harvard in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, 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 Harvard or to which Harvard may be entitled at any time or times. Harvard's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under §9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as Harvard deals with similar property for its own account.

SECTION 17. Termination. This Agreement and related financing statements shall be terminated upon satisfaction in full of the Secured Obligations. Upon Digilab's request, Harvard shall reassign (or cause to be reassigned or redelivered) to Digilab or such person(s) as Digilab shall designate in writing, against due execution and delivery by Digilab or such person(s) of a receipt reasonably satisfactory to Harvard in form and substance, such items of the Collateral, together with appropriate instruments of reassignment and release. Any such reassignment shall be without recourse to or warranty by Harvard and at the expense of Digilab.

SECTION 18. Security Interest Absolute. Harvard's security interest in the Collateral shall be absolute and unconditional regardless of the existence or occurrence of, and Digilab expressly waives any defense or discharge which might otherwise arise from, any of the following:

- (a) demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description;
- (b) extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or

secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Harvard may deem advisable;

(c) any lack of validity or enforceability of the security interest provided hereby, this Agreement or any other agreement or instrument relating to this Agreement or otherwise relating to the Secured Obligations;

(d) any change in the time, manner or place of payment of, or in any other terms of, any or all of the Secured Obligations, or any other amendment or waiver of, or any consent to departure from, this Agreement, the Purchase Agreement (with respect to the Earn-Out) or the Earn-Out Promissory Notes;

(e) any exchange, release or non-perfection of any other collateral for, or any release, amendment or waiver of, or consent to departure from any guaranty of, any or all of the Secured Obligations;

(f) Harvard's resort, during the continuation of an Event of Default, to any or all of the Collateral for payment of all or part of the Secured Obligations prior to proceeding against any other collateral or any other party primarily or secondarily liable for payment of the Secured Obligations; or

(g) to the extent permitted by applicable law, any other circumstances which might otherwise constitute a defense available to, or a discharge of, Digilab in respect of the Secured Obligations.

SECTION 19. Remedies Cumulative. All rights, remedies, and powers of Harvard hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies, and powers given hereunder or in or by any other instruments or by the provision of the UCC, or any other applicable law in effect in the jurisdiction in which the Collateral is located.

SECTION 20 Marshalling. Harvard shall not be required to marshal any present or future collateral security (including, without limitation, the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies under this Agreement and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Digilab agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Harvard's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Digilab irrevocably waives the benefits of all such laws

SECTION 21 Notices. All notices, requests or demands required or permitted by this Agreement or any part of this Agreement shall be given pursuant to Section 10.02 of the Purchase Agreement.

SECTION 22. Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Harvard and Digilab or (b) by a waiver in accordance with Section 23.

SECTION 23. Waiver. Any party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of another party, (b) waive any inaccuracies in the representations and warranties of another party contained herein or in any document delivered by such other party pursuant hereto or (c) waive compliance with any of the agreements of another party or conditions to such party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights

SECTION 24. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties.

SECTION 25. Entire Agreement. This Agreement, including its attached Exhibits, the Purchase Agreement and the Earn-Out Promissory Notes (to be executed and delivered as contemplated in the Purchase Agreement) contain the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings and representations with respect to the subject matter hereof and thereof. No addition or modification to this Agreement is valid unless made in writing and signed by the parties hereto.

SECTION 26. Governing Law; Consent to Jurisdiction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts without consideration of principles of conflicts or choice of laws.

SECTION 27. Waiver of Jury Trial. DIGILAB ACKNOWLEDGES THAT IT MAY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING BETWEEN DIGILAB AND HARVARD, BUT THAT SUCH RIGHT MAY BE WAIVED. IN THIS COMMERCIAL MATTER, DIGILAB BELIEVES THAT IT IS IN ITS BEST INTEREST TO WAIVE SUCH RIGHT. ACCORDINGLY, DIGILAB DOES WAIVE SUCH RIGHT TO A JURY TRIAL.

SECTION 28. Headings. The captions and section headings hereof are inserted for convenience only and shall not be deemed to limit or expand the meaning of any section.

SECTION 29. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as

closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 30. Construction and Interpretation. Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party that itself or through its agent prepared the same, it being agreed that Digilab, Harvard and their respective agents have participated in the preparation of this Agreement.

SECTION 31. Expenses. All costs, expenses and fees (other than attorney fees) incurred in connection with granting the security interest in the Collateral shall be borne equally by Digilab and Harvard.

SECTION 32. Counterparts and Facsimile Signatures. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

SECTION 33. Patent and Trademark Security Agreement. The terms and provisions of the Patent and Trademark Security Agreement attached to this Agreement as Exhibit B will act to supplement the terms and conditions of this Agreement.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Pledge and Security Agreement as of the day and year first above written

DIGILAB:

DIGILAB, INC

By: 

Name:

Sidney Braginsky

Title:

Chief Executive Officer

HARVARD:

HARVARD BIOSCIENCE, INC.

By: _____

Name: David Green

Title: President

[Signature Page to Pledge and Security Agreement - 8]

IN WIINESS WHEREOF, the parties hereto have executed this Pledge and Security Agreement as of the day and year first above written

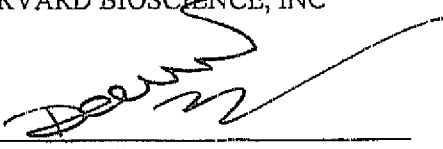
DIGILAB:

DIGILAB, INC.

By: _____
Name:
Title:

HARVARD:

HARVARD BIOSCIENCE, INC

By:  _____
Name: David Green
Title: President

[Signature Page to Pledge and Security Agreement – 8]

Exhibit A

DIGILAB AND SUBSIDIARIES' INFORMATION

Digilab, Inc.
Delaware corporation
EIN number is 20-5062856
Organizational number for the state of Delaware: 4102699
Principal place of business is 120 Cedar Street, Canton, MA

1) Digilab's UK Subsidiary **(i) Digilab Europe Limited**

Registered Office: Charter Court
Midland Rd
Hemel Hempstead
Hertfordshire
HP2 5GE

Directors: Sidney Braginsky, David Giddings

Secretary: M Pronczuk

Company Number: 04317829

Auditors: Hillier Hopkins

Contact information

Sidney Braginsky
Digilab, Inc. 120 Cedar Street, Canton, Massachusetts 02021 USA
Business phone 1: (781) 794-6478
Business phone 2: (800) 225-1248
Business fax: (781) 794-6645

(ii) Digilab Genomic Solutions (UK) Limited

Director: Sidney Braginsky

Secretary: Taylor Wessing

Registered office: Taylor Wessing's London Office

Contact information

Sidney Braginsky, Same as (i) above.

2) Digilab's German subsidiary is:

Digilab BioVision GmbH

Address: Feodor-Lynen-Str. 5, 30625 Hannover, Germany

Managing Directors:

Sidney Braginsky, David Giddings and Dr Wolfgang Rodatz

Contact information

Sidney Braginsky: same as 1)(i) above

Dr. Wolfgang Rodatz

Feodor-Lynen-Str. 5

30625 Hannover

Germany

Phoen: +49 (0) 511 53 88 96-0

fax: +49 (0) 511 53 88 96-66

email: W.Rodatz@peptidomics.com

Exhibit B

PATENT AND TRADEMARK SECURITY AGREEMENT

(See attached)

Exhibit B

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of November 30, 2007 by Digilab, Inc , a Delaware corporation ("Digilab"), in favor of Harvard Bioscience, Inc , a Delaware corporation ("Harvard").

Digilab and Harvard, among others, are parties to that certain Asset Purchase Agreement of even date herewith, pursuant to which Digilab, directly and through one or more of its subsidiaries, agreed to purchase the Assets from Harvard, directly and through one or more of its subsidiaries (the "Purchase Agreement"). Any capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.

Pursuant to Section 5.08 of the Purchase Agreement, Digilab has agreed to grant Harvard a first priority security interest (subject to the limitations set forth in Section 5.09 of the Purchase Agreement) in the Collateral (defined below) in order to secure Digilab's obligations arising under the Purchase Agreement with respect to the Earn-Out, including, but not limited to the Earn-Out Promissory Notes

In order to secure the prompt satisfaction by Digilab of all of its obligations to Harvard under the Purchase Agreement with respect to the Earn-Out, the Earn-Out Promissory Notes and this Agreement, Digilab has agreed to execute and deliver a certain Pledge and Security Agreement, dated of even date herewith (the "PSA") and to grant Harvard a continuing security interest in the Collateral as more fully set forth below. The PSA contemplates execution of this Agreement

Accordingly, the parties hereto agree as follows:

1. Definitions; Interpretation.

a. Terms Defined in PSA. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the PSA

b. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" has the meaning set forth in the PSA.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in The Commonwealth of Massachusetts.

c. Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

2. Security Interest

a. Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Digilab hereby grants, assigns, and conveys to Harvard a security interest in all of Digilab's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Digilab now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

i. all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

ii. all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

iii. the entire goodwill of or associated with the businesses now or hereafter conducted by Digilab connected with and symbolized by any of the aforementioned properties and assets;

iv. all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

v. all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Harvard is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

vi. all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral

b. Continuing Security Interest Digilab agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

3. Supplement to PSA. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the PSA. Digilab acknowledges that the rights and remedies of Harvard with respect to the security interest in the Collateral granted hereby are more fully set forth in the PSA and all such rights and remedies are cumulative.

4. Representations and Warranties. Digilab represents and warrants to Harvard that:

a. Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Digilab, in whole or in part, is set forth in Schedule A.

b. Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Digilab, in whole or in part, is set forth in Schedule B.

5. Further Acts. On a continuing basis, Digilab shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Harvard to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Digilab's compliance with this Agreement or to enable Harvard to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Harvard may record this Agreement, an abstract thereof, or any other document describing Harvard's interest in the Collateral with the PTO, at the expense of Digilab.

6. Future Rights. Except as otherwise expressly agreed to in writing by Harvard, if and when Digilab shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and Digilab shall give to Harvard prompt notice thereof. Digilab shall do all things deemed necessary or advisable by Harvard to ensure the validity, perfection, priority and enforceability of the security interests of Harvard in such future acquired Collateral. Digilab hereby authorizes Harvard to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on Digilab's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Harvard Appointed Attorney-in-Fact. Harvard shall have the right to, in the name of Digilab, or in the name of Harvard or otherwise, without notice to or assent by Digilab, and Digilab hereby constitutes and appoints Harvard (and any of Harvard's officers or employees or agents designated by Harvard) as Digilab's true and lawful attorney-in-fact, with full power and

authority, and hereby authorizes Harvard: (i) to sign and file in the name of Digilab any financing statement (with or without Digilab's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of Digilab on all or any of such documents or instruments and perform all other acts that Harvard deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Harvard's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Digilab, which Harvard may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of Digilab arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for Harvard to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall Harvard have the unilateral power, prior to the occurrence and continuance of an Event of Default, to assign any of the Collateral to any Person, including itself, without Digilab's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as Harvard has any Secured Obligations that have not been paid and performed in full. Digilab hereby ratifies, to the extent permitted by law, all that Harvard shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

8. Harvard Performance of Digilab Obligations Harvard may perform or pay any obligation which Digilab has agreed to perform or pay under or in connection with this Agreement, and Digilab shall reimburse Harvard on demand for any amounts paid by Harvard pursuant to this Section 8

9. Harvard's Duties Notwithstanding any provision contained in this Agreement, Harvard shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Digilab or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by Harvard hereunder, Harvard shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral

10. Remedies Upon the occurrence and during the continuance of any Event of Default, Harvard shall have, in addition to all other rights and remedies granted to it in this Agreement or the PSA, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, Digilab agrees that Harvard shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of Harvard's rights or remedies upon or after the occurrence and during the continuance of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Harvard shall have the right but shall in no way be obligated to bring suit, or to take such other action as Harvard deems necessary or advisable, in the name of Digilab or Harvard, to enforce or protect any Collateral, and any license thereunder, in which event Digilab shall, at the

request of Harvard, do any and all lawful acts and execute any and all documents required by Harvard in aid of such enforcement.

11. Notices. All notices, requests or demands required or permitted by this Agreement or any part of this Agreement shall be given pursuant to Section 10.02 of the Purchase Agreement

12. No Waiver; Cumulative Remedies. No failure on the part of Harvard to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Harvard.

13. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties.

14. Governing Law; Consent to Jurisdiction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of The Commonwealth of Massachusetts without consideration of principles of conflicts or choice of laws.

15. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

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

18. Incorporation of Provisions of the PSA. To the extent the PSA contains provisions of general applicability to the Secured Obligations or the Collateral, such provisions are incorporated herein by this reference

19. No Inconsistent Requirements. Digilab acknowledges that this Agreement and the other documents relating to the Secured Obligations and the Collateral may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

20. Termination Upon the termination of the PSA and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and Harvard shall promptly execute and deliver to Digilab such documents and instruments reasonably requested by Digilab as shall be necessary to evidence termination of all security interests given by Digilab to Harvard hereunder, including cancellation of this Agreement by written notice from Harvard to the PTO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written

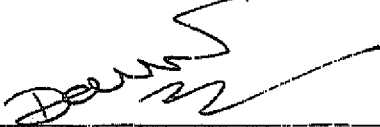
DIGILAB:

DIGILAB, INC

By: _____
Name:
Title:

HARVARD:

HARVARD BIOSCIENCE, INC

By:  _____
Name: David Green
Title: President

[Signature Page for Patent and Trademark Security Agreement – 38]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written

DIGILAB:

DIGILAB, INC

By: 

Name: Sidney Braginsky

Title: Chief Executive Officer

HARVARD:

HARVARD BIOSCIENCE, INC.

By: _____

Name: David Green

Title: President

[Signature Page for Patent and Trademark Security Agreement – 38]

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of Digilab

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,310,686	October 30, 2001	Raman Probe With Spatial Filter And Semi-confocal Lens
6,870,612	March 22, 2005	Portable Spectral Imaging Microscope System
6,809,812	October 26, 2004	Spectral Analysis System With Moving Objective Lens
6,744,500	June 1, 2004	Identification of Materials Inclusions In Pulp And Paper Using Raman Spectroscopy
6,875,616	April 5, 2005	Process For Determining The Status of An Organism of Peptide Measurement
6,483,581	November 19, 2002	Raman System For Rapid Sample Identification
7,202,044	April 10, 2007	Method For Detecting Progreident Chronic Dementia, And Corresponding Peptides And Detection Reagents

Pending U.S. Patent Applications of Digilab

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
11/909,491	September 24, 2007	Method To Identify And Characterize Prolyl Olig-Peptidase By Using Substrates and Products Thereof
11/792,963	June 11, 2007	Use of PTA Peptides For Stratification of Individuals Having Cancer
11/883,133	July 24, 2007	TIF-1-Beta Peptides and Nucleic Acids For Diagnosis And Therapy of Cancer And Colorectal Cancerous Disorders

60/987,901	November 14, 2007	Peptides of the Polymorphic Immunoglobuline Receptor (pIg-receptor, PIGR) And Their Use In Diagnosis And Therapy
60/964,238	August 10, 2007	A Functional Genomic Approach To Elucidating Precocious Coronary Artery Disease
10/680,087	October 6, 2003	Method For Detecting Chronic Dementia Diseases, And Corresponding VGF Peptides And Detectiohn Reagents
11/726,160	March 20, 2007	Method For Detecting Progressive, Chronic Dementia Disease, And Corresponding Peptides And Detection Reagents
10/549,141	July 3, 2006	Method For Detecting Progressive, Chronic Dementia Disease, And Corresponding Peptides And Detection Reagents
10/497,073	October 26, 2004	Method For detecting Alzheimer's Disease And Differentiating Alzheimer's Disease From Other Demntial Diseases, Associated Peptides And the Use Thereof
11/632,323	January 12, 2007	Use of Standards For Monitoring Alterations of Peptide and protein Samples
11/445,830	June 1, 2006	Method For Screening For Protease Modulators
10/585,380	July 6, 2006 m	Method And System For The Identification And Characterization of Peptides And Their Functional Relationships By Use of Measures of Correlation

Pending Foreign Patent Applications of Digilab

<u>Country</u>	<u>Application No.</u>	<u>International Filing Date</u>	<u>Title</u>
PCT	PCT/US07/21950	October 11, 2007	Peptidomics Technologies To Identify New PPAR-Regulated Proteins And Peptides Produced by Adipose Tissue
PCT	PCT/IB06/004112	October 16, 2007	Biomarkers For Pre-form Of

			Type 2 Diabetes And Methods For Detecting The Presence Or Absence Of A pre-Form of type 2 Diabetes
PCT	PCT/US07/17291	August 1, 2007	Peptide Extraction -- Method & Apparatus
PCT	PCT/EP06/002733	March 23, 2006	Method To Identify And Characterize Prolyl Oligo-Peptidases By Using Substrates And Products Thereof
PCT	PCT/EP06/008000	August 11, 2006	Method For Screening For Proteases And Their Substrates
EP	05706844.7	January 7, 2005	Methods And Systems For The Identification And Characterization of Peptides And Their Functional Relationships By Use of Measures Of Correlation
PCT	PCT/EP06/009324	September 26, 2006	Method For Identifying Therapeutics Using Biomarkers Responsive To Thiazolidinediones
CA	2,590,196	December 9, 2005	Use of PTA Peptides For Stratification of Individuals Having Cancer
CA	2,595,464	January 24, 2006	TIF-1-Beta Peptides And Nucleic Acids For Diagnosis And Therapy of Cancer and Colorectal Cancerous Disorders
EP	97918977 6	August 13, 1997	Process For Determining The Status of An Organism By Peptide Measurement

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Trademark(s)

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DIGILAB	895,997	August 4, 1970

Foreign Trademark(s)

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
France	DIGILAB	1,264,443	March 4, 1984
Germany	DIGILAB	931,770	June 9, 1975
Japan	DIGILAB	1,266,818	May 2, 1977
Japan	DIGILAB	1,203,346	June 1, 1976