

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
APPLIED PRECISION, INC.	04/29/2008

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	5684628
Patent Number:	5744884
Patent Number:	5812310
Patent Number:	5899437
Patent Number:	6862363
Patent Number:	7330588
Patent Number:	7228003
Patent Number:	6781753
Patent Number:	7062091
Patent Number:	7283253
Patent Number:	6806595
Patent Number:	7278268
Patent Number:	7141801
Application Number:	11740878
Application Number:	11967956

PATENT

500611227

REEL: 021328 FRAME: 0695

CH \$920.00 5684628

Application Number:	10656002
Application Number:	11848185
Application Number:	10742508
Application Number:	10872329
Application Number:	11400058
Application Number:	11552953
Application Number:	60972193
Application Number:	61018657

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research
 Address Line 1: 1023 Fifteenth Street, NW, Ste 401
 Address Line 2: attn: Oleh Hereliuk
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	419271
NAME OF SUBMITTER:	Oleh Hereliuk

Total Attachments: 13

source=419271#page1.tif
 source=419271#page2.tif
 source=419271#page3.tif
 source=419271#page4.tif
 source=419271#page5.tif
 source=419271#page6.tif
 source=419271#page7.tif
 source=419271#page8.tif
 source=419271#page9.tif
 source=419271#page10.tif
 source=419271#page11.tif
 source=419271#page12.tif
 source=419271#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 29, 2008 by and between SILICON VALLEY BANK ("Secured Party"), on the one hand, and APPLIED PRECISION, INC., a Delaware corporation (formerly known as APLS Acquisition Corporation) ("Debtor"), on the other hand.

RECITALS

A. Secured Party and Debtor are entering into that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Non-Exim Loan Agreement"), and that certain other Loan and Security Agreement (Exim Program) dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Exim Loan Agreement"). As used herein, the term "Loan Agreement" means, individually and collectively, the Non-Exim Loan Agreement and the Exim Loan Agreement. Capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party security interests in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to all of its intellectual property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Debtor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Debtor grants and pledges to Secured Party a security interest in all of such Debtor's right, title and interest in, to and under its intellectual property, including without limitation the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United

States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Debtor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"); provided, however, that Secured Party shall not acquire any interest in any intent to use a federal trademark application for a trademark, servicemark, or other mark filed on Debtor's behalf prior to the filing under applicable law of a verified statement of use (or equivalent) for such mark that is the subject of such application;

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

Anything herein or in the Loan Agreement to the contrary notwithstanding, the grants of security interests pursuant hereto and thereto shall not extend to, and the term "Collateral" shall not include, any non-monetary license rights of Debtor (as a licensee rather than as a licensor) to the extent that (but only to the extent that): (x) such license rights are not assignable or capable of being encumbered as a matter of law or under the terms of the license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law (including without limitation, to the extent applicable, Sections 9406, 9407, and 9408 of the Uniform Commercial Code, as in effect in California from time to time)), without the consent of the licensor thereof or other applicable party thereto; and (y) such consent has not been obtained; and (z) such license rights are not encumbered by security interests in favor of any Person (other than the applicable licensor itself); provided, however, that the grants of security interests pursuant hereto and thereto shall extend to, and the term "Collateral" shall include, (A) any and all proceeds of any such license rights that are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted, and (B) upon obtaining the consent of any such licensor or other applicable party's consent with respect to any such otherwise excluded license rights, such license rights as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of security interests and the term "Collateral".

2. Loan Agreement. The security interests hereunder are granted in conjunction with the security interests granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor shall undertake all commercially reasonable measures to cause its employees, agents and independent contractors to assign to Debtor all rights of authorship to any copyrighted material in which Debtor has or may subsequently acquire any right or interest.

(b) Debtor shall promptly advise Secured Party of any Trademark constituting Material Intellectual Property, Patent constituting Material Intellectual Property, or Registered Copyright, not specified in this Agreement, which is hereafter acquired by Debtor.

(c) Section 6.10 of the Loan Agreement hereby is incorporated herein as though fully set forth herein, *mutatis mutandis*.

4. General. If any action relating to this Agreement is brought by either party hereto

against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. This Agreement is a Loan Document.

5. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE. SECTION 11 OF THE LOAN AGREEMENT HEREBY IS INCORPORATED HEREIN, MUTATIS MUTANDIS.

[remainder of page intentionally left blank; signature page immediately follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

1040 12th Avenue Northwest
Issaquah, WA 98027

Debtor:

APPLIED PRECISION, INC., a Delaware
corporation

By: 

Title: Chief Financial Officer

Name: Steve Reichenbach

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: 

Title: Jr Vice President

Form: 3/1/02

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Title</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

PATENTS

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
See list of Patents attached hereto and by this reference incorporated herein as though fully set forth herein.		

Without limiting the generality of the foregoing, the Patents shall include all Patents acquired by Debtor from one or more of Applied Precision, LLC and Applied Precision Holdings, LLC and identified in that certain other Intellectual Property Security Agreement, dated as of September 30, 2002 (as amended, restated, supplemented, or otherwise modified (including pursuant to that certain Release of Security Interest in Certain Patents and Certain Trademarks, dated December 19, 2007, by Silicon Valley Bank in favor of Applied Precision, LLC) from time to time), between Applied Precision, LLC and Silicon Valley Bank, which was recorded in the United States Patent and Trademark Office on December 23, 2002, at Reel 013599, Frame 0814, with respect to Patents.

Parent Filing/ US Provisional Appl. No.	Utility Application No.	Publication No.	Patent No.	Country/Authority	Title	Date Filed	Date Issued	Expiration Date
08/389154	08/389154		5884628	US	ORTHOGONAL MOTION MICROSCOPE STAGE	15-Feb-95	4-Nov-97	16-Feb-15
08/544309	08/544309		5744884	US	LINEAR MOTION MICROPOSITIONING APPARATUS AND METHOD	17-Oct-95	28-Apr-98	17-Oct-15
08/732161	08/732161		5812310	US	ORTHOGONAL HIGH ACCURACY MICROSCOPE STAGE	16-Oct-96	22-Sep-98	16-Oct-16
08/989695	08/989696		5899437	US	CAM ACTUATED VALVE	12-Dec-97	4-May-99	12-Dec-17
08/989695	10-354405	11-264484		JP	CAM ACTUATED VALVE	14-Dec-98		
60/178,474	09/770,833	20020110267	6862363	US	IMAGE METRICS IN THE STATISTICAL ANALYSIS OF DNA MICROARRAY DATA	25-Jan-01	1-Mar-05	25-Jan-21
60/178,474	10/949270	20050117790	7330588	US	IMAGE METRICS IN THE STATISTICAL ANALYSIS OF DNA MICROARRAY DATA	23-Sep-04	12-Feb-08	
60/178,474	2,398,795		2,398,795	CA	IMAGE METRICS IN THE STATISTICAL ANALYSIS OF DNA MICROARRAY DATA	26-Jan-01	9-Oct-07	
PCT/US01/02593	1903346.3	EP1415279		EPO	IMAGE METRICS IN THE STATISTICAL ANALYSIS OF DNA MICROARRAY DATA	26-Jan-01		
PCT/US01/02593	2001-555440			JP	IMAGE METRICS IN THE STATISTICAL ANALYSIS OF DNA MICROARRAY DATA	26-Jan-01		
60/178,474	10/872293	20050008207	7228003	US	FLAT-FIELD, PANEL FLATTENING, AND PANEL CONNECTING METHODS	18-Jun-04	5-Jun-07	
60/178,476	11/740878			US	FLAT-FIELD, PANEL FLATTENING, AND PANEL CONNECTING METHODS	26-Apr-07		
08/771,343	2,397,817	WO0015596A2		CA	FLAT-FIELD, PANEL FLATTENING, AND PANEL CONNECTING METHODS	28-Jan-01		
PCT/US01/02639	1906713.1	1254430		EPO	FLAT-FIELD, PANEL FLATTENING, AND PANEL CONNECTING METHODS	26-Jan-01		
60/178,476	2003-555437	P2003-0141654		JP	FLAT-FIELD, PANEL FLATTENING, AND PANEL CONNECTING METHODS	26-Jan-01		
08/771,343	10/037,439	20020093733	6781753	US	Z-AXIS FRAME FOR A HIGH ACCURACY ORTHOGONAL MOTION STAGE	31-Dec-01	24-Aug-04	31-Dec-21

Parent Filing/ US Provisional Appl. No.	Utility Application No.	Publication No.	Patent No.	Country/Authority	Title	Date Filed	Date Issued	Expiration Date
60/262,000	10/047458	20020097895	7082091	US	Coordinate calibration for scanning systems	14-Jan-02	13-Jun-06	31-Aug-22
60/262,000-- PCT/US02/01082	2,434,427			CA	Coordinate calibration for scanning systems	10-Jul-03		
60/262,000-- PCT/US02/01082	271,340,899	1368782		EPO	Coordinate calibration for scanning systems	10-Jul-03		
60/311,060-- 60/431,692-- 60/354,762	10/389269	20030222197	7283253	US	MULTI-AXIS INTEGRATION SYSTEM AND METHOD	13-Mar-03	16-Oct-07	6-Aug-22
60/311,060-- 60/431,692-- 60/354,762-- 11/202,745	11/967956			US	MULTI-AXIS INTEGRATION SYSTEM AND METHOD	31-Dec-07		
60/311,060-- 60/431,692-- 60/354,762-- 11/389,269-- PCT/US04/07323	2006-507044	2006-520473		JP	MULTI-AXIS INTEGRATION SYSTEM AND METHOD	12-Mar-04		
60/343,301	10/323,697	US2003-0173868	6806595	US	LOW BACKLASH LINEAR ACTUATOR	18-Dec-02	19-Oct-04	31-Dec-21
60/354,762-- 60/431,694-- PCT/US03/08182	3716656.8	1520250		EPO	MULTI-AXIS INTEGRATION SYSTEM AND METHOD	13-Mar-03		
60/406,804	10/656,002	20040106641		US	SUBSTRATE HOLDER	5-Sep-03		
60/430,968	10/728197	20040196676	7,276,268	US	THERMALLY EFFICIENT CCD CAMERA HOUSING	4-Dec-03	9-Oct-07	3-Dec-23
60/430,988-- 10/728,197	11/848165	US2007-0290331		US	THERMALLY EFFICIENT CCD CAMERA HOUSING	30-Aug-07		

Parent Filing/ US Provisional Appl. No.	Utility Application No.	Publication No.	Patent No.	Country/Authority	Title	Date Filed	Date Issued	Expiration Date
60/430,988- PCT/US03/38584 60/436,776	3796844.7 10/742,456	1575806 US2004-0186516	7141601	EPO US	THERMALLY EFFICIENT CCD CAMERA HOUSING SYSTEM AND METHOD OF ILLUMINATING LIVING CELLS FOR IMAGING	29-Jun-05 19-Dec-03	28-Nov-06	19-May-24
60/436,776- PCT/US03/41042 60/437,264	3814920.9 10/742,508	1575201 20040184575		EPO US	SYSTEM AND METHOD OF ILLUMINATING LIVING CELLS FOR IMAGING DECONVOLUTION FOR THE REDUCTION OF BLURRING INDUCED BY INTERNAL REFLECTIONS	23-Dec-03 19-Dec-03		
60/437,264- PCT/US03/41456 60/480,432	3810082.2 10/872329	1585324 20050005595		EPO US	DECONVOLUTION FOR THE REDUCTION OF BLURRING INDUCED BY INTERNAL REFLECTIONS SYSTEM AND METHOD EMPLOYING PHOTOKINETIC TECHNIQUES IN CELL BIOLOGY IMAGING APPLICATIONS	23-Dec-03 18-Jun-04		
60/669821 60/669821- PCT/US2006/01304 7	11/400058 06/74 0721.3	20060289783 1866689		US CA	MICROSCOPE STAGE WITH FLEXURAL AXIS MICROSCOPE STAGE WITH FLEXURAL AXIS	7-Apr-06 26-Apr-07		
60/669821- PCT/US2006/01304 7	20068005843.8			EPO China	MICROSCOPE STAGE WITH FLEXURAL AXIS MICROSCOPE STAGE WITH FLEXURAL AXIS	26-Apr-07 14-Sep-07		
60/669821- PCT/US2006/01304 7				JP PCT	MICROSCOPE STAGE WITH FLEXURAL AXIS Polarized Phase Microscopy	TBD 25-Oct-06		
60/730482 60/730482 60/972190 & 60/972193 61/018657	PCT/US06/041611 11/552953 60/972190 & 60/972193	WO 2007/050773 2007/0091427		US US	Polarized Phase Microscopy Dispersing Immersion Liquid for High Resolution Imaging and Lithography	25-Oct-06 13-Sep-07		
				US	Optical Substrate for Reduced Background Fluorescence Patent Prosecution Matters	2-Jan-08		

EXHIBIT C
TRADEMARKS

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
See list of Trademarks attached hereto and by this reference incorporated herein as though fully set forth herein.		

Without limiting the generality of the foregoing, the Trademarks shall include all Trademarks acquired by Debtor from one or more of Applied Precision, LLC and Applied Precision Holdings, LLC and identified in that certain other Intellectual Property Security Agreement, dated as of September 30, 2002 (as amended, restated, supplemented, or otherwise modified (including pursuant to that certain Release of Security Interest in Certain Patents and Certain Trademarks, dated December 19, 2007, by Silicon Valley Bank in favor of Applied Precision, LLC) from time to time), between Applied Precision, LLC and Silicon Valley Bank, which was recorded in the United States Patent and Trademark Office on December 23, 2002, at Reel 002640, Frame 0607, with respect to Trademarks.

