

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
ChromBA, Inc.	10/01/2008
RECEIVING PARTY DATA	
Name:	BioEdge, LLC
Street Address:	2912 Burnet Drive
City:	Escondido
State/Country:	CALIFORNIA
Postal Code:	92027
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7166212
CORRESPONDENCE DATA	
Fax Number:	(858)875-5496
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	619-843-3482
Email:	motadel@gmail.com
Correspondent Name:	Arta Motadel
Address Line 1:	2912 Burnett Drive
Address Line 4:	Escondido, CALIFORNIA 92027
NAME OF SUBMITTER:	Arta Motadel
Total Attachments: 7 source=bioedgechrombaoct12008#page1.tif source=bioedgechrombaoct12008#page2.tif source=bioedgechrombaoct12008#page3.tif source=bioedgechrombaoct12008#page4.tif source=bioedgechrombaoct12008#page5.tif source=bioedgechrombaoct12008#page6.tif source=bioedgechrombaoct12008#page7.tif	

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PATENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 1, 2008 by and between BioEdge, LLC, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 2912 Burnet Drive, Escondido, California 92027 USA ("Secured Party") and ChromBA, Inc., a corporation duly organized and existing under the laws of the State of Pennsylvania, and having its principal place of business at 1981 Pine Hall Drive, State College, Pennsylvania 16801 USA ("Grantor").

RECITALS

A. Secured Party and Grantor are entering into that certain Loan and Security Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Seed Capital 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, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

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

AGREEMENT

1. **Grant of Security Interest.** To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Seed Capital Loan Agreement), including without limitation the following:

(a) All of 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-1* 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 Grantor 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 right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

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

(d) 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 A* attached hereto (collectively, the "Patents");

(f) 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;

(g) 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;

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

(i) 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.

2. Seed Capital Loan Agreement Note. This security interest is granted in conjunction with the security interest granted to Secured Party under the Seed Capital Loan Agreement Note. (listed in Exhibit B) The rights and remedies of Secured Party with respect to the security interest 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 Seed Capital 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. Grantor represents, warrants, covenants and agrees as follows:

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

(c) Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

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. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in San Diego County, California.

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED

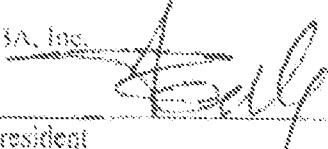
PARTY OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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

ADDRESS OF GRANTOR:

1981 Pine Hill Drive
State College, PA 16801 USA

GRANTOR:

ChromaBA, Inc.
By: 
Title: President
Name: Yuri P. Belov, Ph.D.

ADDRESS OF SECURED PARTY:

2912 Burnet Drive
Escondido, CA 92027 USA

SECURED PARTY:

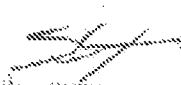
Bioedge, LLC
By: 
Title: President
Name: Scott Curry

EXHIBIT A

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>EFFECTIVE DATE</u>
Multicapillary Column for Chromatography and Sample Preparation	U.S. Provisional Patent Application No. 60/507,474	September 30, 2003
Multicapillary Column for Chromatography and Sample Preparation	U.S. Patent No. 7,166,212	January 27, 2007
Multicapillary Column for Chromatography and Sample Preparation	U.S. Patent Application Published as: US 2007/0075007	April 5, 2007
Multicapillary Column for Chromatography and Sample Preparation	European Patent Application No. 04789532.1	September 30, 2003
Multicapillary Column for Chromatography and Sample Preparation	Japanese Patent Application No. 2006-534299	September 30, 2003

EXHIBIT B

SEED CAPITAL LOAN AGREEMENT

On this date of October 1, 2008, in return for valuable consideration received, the undersigned borrower promise to pay BioEdge, LLC, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 2912 Burnet Drive, Escondido, California 92027 USA, the "lender", the sum of **Fifty Seven Thousand Eight Hundred Dollars (\$57,800)**, together with interest thereon at the rate of six percent (6%) per annum.

Payable on Demand: The entire outstanding unpaid principal and accrued interest if any, according to the BioEdge - Chromba Patent Assignment agreement signed as of Jan 1, 2007, thereon, shall become due and payable on demand by the holder of this Note.

Place of Payment: all payments due under this note shall be made payable to BioEdge, LLC 2912 Burnet Drive, Escondido, California 92027 USA, or at such other place as the holder of this Note may designate in writing.

Prepayment -- This Note may be prepaid in whole or in part at any time without premium or penalty. All prepayments shall first be applied to interest, and then to principal payments in the order of their maturity.

Default -- In the event of default, the borrower agrees to pay all costs and expenses incurred by the Lender, including all reasonable attorney fees (including both hourly and contingent attorney fees as permitted by law) for the collection of this Note upon default, and including reasonable collection charges (including, where consistent with industry practices, a collection charge set as a percentage of the outstanding balance of this note) should collection be referred to a collection agency.

Acceleration of Debt - In the event that the borrower[s] fail to make any payment due under the terms of this Note, or breach any condition relating to any security, security agreement, note, mortgage or lien granted as collateral security for this Note, seeks relief under the Bankruptcy Code, or suffers an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days, the entire balance of this Note and any interest accrued thereon shall be immediately due and payable to the holder of this Note.

Joint and Several Liability - All borrowers identified in this Note shall be jointly and severally liable for any debts secured by this Note.

Modification - No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

