



103528797

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

80.7.07

1. Name of conveying party(ies)
ALPHA INNOTECH CORP.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BRIDGE BANK, NATIONAL ASSOCIATION
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) SEPT 3, 2008
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 55 ALMADEN BOULEVARD, SUITE 150
City: SAN JOSE
State: CA
Country: U.S.A. Zip: 95113
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
1) 09140164, 2) 10758140, 3) 10260004, 4) 10758497, 5) 10762851,
6) 10091712, 7) 10165168, 8) 10758576, 9) 10465013, 10) 10758140,
11) 10758479, 12) 10688783

B. Patent No.(s)
1) 6271042, 2) 6995901, 3) NONE, 4) NONE, 5) NONE, 6) 6749658,
7) 6794658, 8) 6853454, 9) 6909459, 10) 6995901, 11) 7156768,
12) 7235047
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: TECHNOLOGY SUPPORT SERVICES C/O BRIDGE BANK, NA
Internal Address: _____
Street Address: 55 ALMADEN BLVD. SUITE 150
City: SAN JOSE
State: CA Zip: 95113
Phone Number: 408-556-6520
Fax Number: 408-423-8510
Email Address: technologysupportservices@bridgebank.com

6. Total number of applications and patents involved: 12
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 480.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number _____
Authorized User Name 10/07/2008 DBYRNE 00000036 09140164
01 FC:0021 480.00

9. Signature: Adriana M. Tonelli
Signature
Name of Person Signing

Date _____
Total number of pages including cover sheet, attachments, and documents: **7**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 3, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and ALPHA INNOTECH CORP., ("Grantor") is made with reference to the Business Financing Agreement, dated as of September 3, 2008 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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 intellectual property rights identified above;

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

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers

or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

ALPHA INNOTECH CORP.

By: Michael Houghton
Name: MICHAEL HOUGHTON
Title: CEO

Address for Notices:
Attn: Chief Financial Officer
2401 Merced Street
San Leandro, CA 94577
Tel: (510) 483-9620
Fax: (510) 483-3227

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Jeffrey Javier
Name: JEFFREY JAVIER
Title: SVP

Address for Notices:
Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8510

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist _____

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
CHROMALIGHT	78709377	3267757		09/08/05
ALPHASCAN	78638534	3090246		05/26/05
AlphaPart1 1Ease	78598720	3073380		03/30/05
ALPHAQUANT	78459219	3024798		07/29/04
CHEMIGLOW	78413790	2955090		05/05/04
ALPHADIGIDOC	78410752	2946216		04/29/04
FLUORCHEM	78410132	2959824		04/29/04
NOVARAY	78069949	2716583		06/19/01
ARRAYEASE	78069942	2647341		06/19/01
ALPHAARRAY	78069938	2647340		06/19/01
MULTIIMAGE	78058447	2618324		04/13/01
CHEMIIMAGER	78058446	2618323		04/13/01
Alpha View	77186144	N/A		05/21/07
ALPHAEASE	75106531	2094581		05/20/96
ALPHAIMAGER	75106530	2101046		05/20/96

EXHIBIT C

PATENTS

Please Check if No Patents Exist _____

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issue Date:</u>
Biochip detection system	6271042	09140164	08/07/01
Optical analysis systems	6995901	10758140	02/07/06
Apparatus and methods relating to spatially light modulated microscopy	NONE	10260004	10/25/01
Optical analysis systems	NONE	10758497	01/15/04
Identifying indicia and focusing target	NONE	10762851	01/22/04
Method for composting organic waste together with its packaging cartons, boxes or crates on site	6749658	10091712	06/15/04
Light modulated microarray reader and methods relating thereto	6794658	10165168	09/21/07
Optical analysis systems	6853454	10758576	02/08/05
Method of and apparatus for extending signal ranges of digital images	6909459	10465013	06/21/05
Optical analysis systems	6995901	10758140	02/07/06
Multi-stage transmission	7156768	10758479	01/02/07
Methods and apparatus for imaging using a light guide bundle and spatial light modulator	7235047	10688783	02/26/07

PATENT

RECORDED: 10/07/2008

REEL: 021651 FRAME: 0916