

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
Progentech Limited	06/04/2010
Progentech-USA, Inc.	06/04/2010

RECEIVING PARTY DATA

Name:	Bay City Capital LLC
Street Address:	750 Battery Street
Internal Address:	Suite 400
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12005860
Application Number:	60753618
Application Number:	11582651
PCT Number:	US0640835
Application Number:	60728569
Application Number:	60753622
Application Number:	61012927
Application Number:	60882150
PCT Number:	US0886696
Application Number:	61307281
Application Number:	12789831

CORRESPONDENCE DATA

Fax Number: (404)581-8330

501196031

**PATENT
 REEL: 024488 FRAME: 0965**

CH \$440.00 12005860

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ATTORNEY DOCKET NUMBER:	362554600015
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NAME OF SUBMITTER:	Richard U. Campbell
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of June 4, 2010 ("Agreement"), between Progentech Limited, a company limited by shares incorporated under the laws of the British Virgin Islands and Progentech-USA, Inc., a California corporation (collectively, the "Debtor"), Bay City Capital LLC, a Delaware limited liability company (the "Secured Party"), in its capacity as collateral agent for Bay City Capital Fund V, L.P., is made pursuant to the Security Agreement, dated as of June 4, 2010 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), between the Debtor and the Secured Party, pursuant to which the Debtor has granted to the Secured Party a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in (whether now owned or hereafter acquired by the Debtor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Debtor in and to the following, whether now existing or hereafter acquired:

- (i) all of the patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);
- (ii) all applications for patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all patents issued by any other country or any office, agency or other governmental authority thereof;
- (iv) all applications for patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (vii) all licenses and other agreements relating in whole or in part to any patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (viii) all rights to sue for past, present or future infringements of any of the foregoing;
- (ix) all good will related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Debtor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PROGENTECH LIMITED

By: 

Name: MARK BAGNALL

Title: PRESIDENT

PROGENTECH-USA, INC

By: 

Name: MARK BAGNALL

Title: DIRECTOR

Accepted and acknowledged by:

BAY CITY CAPITAL LLC

By: _____

Name: _____

Title: Manager and Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PROGENTECH LIMITED

By: _____

Name: _____

Title: _____

PROGENTECH-USA, INC.

By: _____

Name: _____

Title: _____

Accepted and acknowledged by:

BAY CITY CAPITAL LLC

By: *Fred Craves*

Name: Fred Craves

Title: Manager and Managing Director

to Patent Security Agreement

Country	Status	Appl. No.	Appl.Date	Patent No.	Grant Date	Title
United States of America	Allowed	12/005,860	12/27/2007			INSTRUMENT FOR CASSETTE FOR SAMPLE PREPARATION
United States of America	Expired	60/753,618	12/22/2005			CASSETTE FOR SAMPLE PREPARATION
United States of America	Registered	11/582,651	10/17/2006	7,727,473	06/01/2010	CASSETTE FOR SAMPLE PREPARATION
Patent Cooperation Treaty	Expired	PCT/US2006/040835	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
Australia	Examination Requested	2006304623	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
Canada	Application Filed	2,626,808	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
China	Examination Requested	200680043554.3	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
European Patent Office	Examination Requested	06817150.3	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
Japan	Examination Requested	2008-536791	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
Republic of Korea	Application Filed	2008-7011947	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
Mexico	Application Filed	MX/a/2008/005115	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
Singapore	Application Filed	200803007-4	10/18/2006			CASSETTE FOR SAMPLE PREPARATION
United States of America	Expired	60/728,569	10/19/2005			METHOD AND APPARATUS FOR ISOLATING NUCLEIC ACID
United States of America	Expired	60/753,622	12/22/2005			CASSETTE FOR SAMPLE PREPARATION
United States of America	Expired	61/012,927	12/12/2007			METHOD FOR NUCLEIC ACID ISOLATION
United States of America	Expired	60/882,150	12/27/2006			INSTRUMENT FOR CASSETTE FOR SAMPLE PREPARATION
Patent Cooperation Treaty	Published	PCT/US2008/086696	12/12/2008			METHOD FOR NUCLEIC ACIDS ISOLATION
United States of America	Application Filed	61/307,281	2/23/2010			CASSETTE AND INSTRUMENT FOR INTEGRATED NUCLEIC ACID ISOLATION AND AMPLIFICATION
United States of America	Application Filed	12/789,831	5/28/2010			CASSETTE FOR SAMPLE

						PREPARATION
United States of America	Not Yet Filed					INSTRUMENT FOR CASSETTE FOR SAMPLE PREPARATION