

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
Bionostics, Inc.	07/19/2010
Bionostics Holdings, Ltd.	07/19/2010
Bionostics Ltd.	07/19/2010
Oxford Cryosystems, Ltd.	07/19/2010
Oxford Cryosystems, Inc.	07/19/2010

RECEIVING PARTY DATA

Name:	Brown Brothers Harriman & Co., as Administrative Agent
Street Address:	40 Water Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6900058
Patent Number:	7027931
Patent Number:	7521244
Patent Number:	D558357
Patent Number:	D609362
Patent Number:	D571928
Application Number:	11756716
Application Number:	11936195

CORRESPONDENCE DATA

Fax Number: (617)502-5162

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

501252119

PATENT
REEL: 024785 FRAME: 0059

OP \$320.00 6900058

Phone: 6172485000
Email: kschoff@choate.com
Correspondent Name: Choate Hall & Stewart LLP
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Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

2009139-0003

NAME OF SUBMITTER:

Kell L. Schoff

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 19, 2010, is entered into by and among BIONOSTICS, INC., a Massachusetts corporation (the "**Borrower**"), Bionostics Holdings, Ltd., Bionostics Ltd., Oxford Cryosystems, Ltd., Oxford Cryosystems, Inc., and other Guarantors from time to time party hereto (hereinafter, collectively, the "**Guarantors**", and together with the Borrower and its successors in title and assigns, the "**Grantors**"), and BROWN BROTHERS HARRIMAN & CO., as administrative agent for the benefit of Secured Parties (hereinafter, the "**Administrative Agent**").

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among the Borrower, the Guarantors, the several financial institutions from time to time party to the Credit Agreement as Lenders thereunder, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make Loans to the Borrower.

B. In order to induce the Lenders to make Loans to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Grantors have agreed, upon the terms contained in the Credit Agreement and the Security Agreement referred to below, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantors in order to secure all of the Obligations.

C. The Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantors pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Borrower, the Guarantors, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantors have agreed to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors jointly and severally hereby absolutely, unconditionally and irrevocably agree with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Intellectual Property"** shall mean all of the rights, title and interests of the Grantors in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantors connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantors against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any Trade Secret Rights or any other Intellectual Property.

(b) **"Credit Agreement"** and **"Security Agreement"** shall have the meanings given to such terms in the Statement of Facts above.

(c) **"Obligations"** shall mean any and all of the Secured Obligations and Guaranteed Obligations (each as is defined in the Credit Agreement).

(d) **"UCC"** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in The Commonwealth of Massachusetts.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement,

restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property.

(b) Without limiting the generality of the foregoing, the security interest and Lien granted pursuant to paragraph (a) above shall not attach to any United States Mark application that has been filed on an "intent to use" basis with the United States Patent and Trademark Office until such time as an allegation of use is filed with the United States Patent and Trademark Office with respect to such Mark application, at which time such security interest and Lien shall automatically attach to such Mark application pursuant to the terms of this Intellectual Property Security Agreement and the Security Agreement. To the extent such attachment does not occur automatically by operation of law or by the terms of the Security Agreement or this Intellectual Property Security Agreement, the Grantors shall provide all assistance and cooperation reasonably requested by the Administrative Agent to effectuate such attachment and record such security interest and Lien with the United States Patent and Trademark Office.

3. **Representations and Warranties.** The Grantors represent and warrant to the Administrative Agent that, as of the Closing Date, the Grantors do not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantors' Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantors.

4. **Security Agreement.** The security interests and Liens granted by the Grantors to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantors to the Administrative Agent pursuant to the Security Agreement. The Grantors and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be

treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Additional Grantors.** Additional Subsidiaries or Guarantors of the Borrower (“**Additional Grantors**”) may from time to time hereafter become parties to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Administrative Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantors for liquidation or reorganization, should the Grantors become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantors’ assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the security interest in and

Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. THE ADMINISTRATIVE AGENT AND EACH OF THE GRANTORS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR FINANCING DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER FINANCING DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 12.09 OR SECTION 12.10 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantors shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Financing Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantors, and the Grantors shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

BORROWER:

BIONOSTICS, INC.

By: Kelly San George
Name: Kelly San George
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

GUARANTORS:

BIONOSTICS HOLDINGS LIMITED

By: Michael H Thomas
Name: Michael Thomas
Title: Director

BIONOSTICS LIMITED

By: Michael H Thomas
Name: Michael Thomas
Title: Director

OXFORD CRYOSYSTEMS LIMITED

By: Michael H Thomas
Name: Michael Thomas
Title: Director

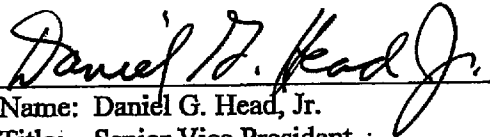
OXFORD CRYOSYSTEMS, INC.

By: Kelly Ann George
Name: Kelly Ann George
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

BROWN BROTHERS HARRIMAN & CO.
as Administrative Agent

By: 
Name: Daniel G. Head, Jr.
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

Schedules I and II

Trademarks; Trademark Licenses

Patents; Patent Licenses

Bionostics, Inc.
Intellectual Property List

Rev. 25 May 2010

Blue: Application filed, Issuance of patent/TM pending

										Status: Abandoned
	Title	Patent No.	Issuing Country	Application No.	Issue Date	Applic. Date	Expiration Date	Type	Note	FA ID# or Expired
15	BIONOSTICS	2,190,999	USA	75/351,731	09/22/98		09/22/18	Trademark		1696
16	BIONOSTICS	745,992	CTM	745992	02/09/98		02/09/18	Trademark		1698,1701,1726
17	RNA MEDICAL	1,760,945	USA	74/187,136	03/30/93		03/30/13	Trademark		
18	EQUIL	1,787,743	USA	74/334,299	08/17/93		08/17/13	Trademark		1697
19	EQUILIBRATOR	1,784,016	USA	74/334,316	07/27/93		07/27/13	Trademark		1697
21	BIONOSTICS	TMA595,684	Canada	1,089,697	11/25/03	01/19/01	11/25/18	Trademark		1835
22	Control Solution for Photometric Analysis	6,900,058 B2	USA	10/387,115	05/31/05	03/11/03	03/11/23	Patent		1892
23	System for Statistical Analysis of Quality Control Data	7,027,931 B2	USA	09/793,371	04/11/06	02/26/01	02/26/21	Patent		1923
24	Standard Reference Solutions	7,521,244 B2	USA	11/588,160	04/21/09	10/26/06	05/23/27	Patent	Term 20 yrs plus 209 days	
26	Devices, Systems, and Methods for Containment and use of Liquid	TBD	PCT	US06/015374	TBD	04/25/06		Patent Pending	BNSK-2PC	
27	Devices, Systems, and Methods for Containment and use of Liquid	TBD	TAIWAN	95115671	TBD	05/03/06		Patent Pending	BNSK-2PC	
28	Container for Control Solution	D558,357 S	USA	29/268,456	12/25/07	11/07/06	12/25/21	Patent, Design		3005
30	PEERQC	3,396,632	USA	77/062,981	03/11/08	12/13/06	03/11/18	Service mark	continued use filing due 3/11/2014	3011
31	XSERA	3,419,242	USA	77/062,980	04/29/08	12/13/06	04/29/18	Trademark	continued use filing due 4/29/2014	3012
32	SAFE-WRAP	3,419,241	USA	77/062,979	04/29/08	12/13/06	04/29/18	Trademark	continued use filing due 4/29/2014	3013

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Bionostics, Inc.**Intellectual Property List**

Rev. 25 May 2010

Blue: Application filed, issuance of patent/TM pending

	Title	Patent No.	Issuing Country	Application No.	Issue	Applic.	Expiration	Type	Note	FA ID#	Status: Abandoned or Expired
					Date	Date	Date				
33	Control Solution Container	D609,362 S	USA	29/325,539	02/02/10	10/02/08	02/02/24	Patent, Design			
34	Control Solution Container	D571,928 S	USA	29/281,605	06/24/08	06/27/07	06/24/22	Patent, Design		3014	
35	METER-CHECK	3,645,159	USA	77/503,137	06/23/09	06/19/08	06/23/19	Trademark	continued use filing due 6/23/2015	3014	
36	Devices, Systems, and Methods for Containment and use of Liquid Solutions	TBD	USA	11/756,716	TBD	06/01/07		Patent			Notice of Allowance 18 May 2010
37	Container for Maintaining Stabilized Control Solution and Container for Single-use control Solution Including Prior Use Indicator	TBD	USA	11/936,195	TBD	11/07/06		Patent Pending	BNSK-4		formerly 60/857,391
38	UNIDOSE	TBD	USA	77/576,887	TBD	09/23/08		Trademark Pending			

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Schedule III

Copyrights; Copyright Licenses

None.