

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
CELULA, INC.	10/21/2011

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	6744038
Patent Number:	6778724
Patent Number:	6815664
Patent Number:	6833542
Patent Number:	6936811
Patent Number:	7068874
Patent Number:	7745221
Patent Number:	8026054
Application Number:	09845245
Application Number:	11087174
Application Number:	11272593
Application Number:	11781848
Application Number:	12188999
Application Number:	12445732

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Application Number:	12544070
Application Number:	12545624
Application Number:	12825037
Application Number:	12645129

CORRESPONDENCE DATA

Fax Number: (213)443-2926
 Phone: (213) 617-5493
 Email: jcravitz@sheppardmullin.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
 Address Line 1: 333 S. Hope St., 48th Floor
 Address Line 2: Attn: J. Cravitz
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	20HP-144419
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NAME OF SUBMITTER:	Julie Cravitz
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 21, 2011 by and between COMERICA BANK ("Bank") and CELULA, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Financial Accommodations") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of September 8, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Grantor has requested Bank's consent to receive approximately Four Million Dollars (\$4,000,000) in subordinated convertible indebtedness financing from certain investors (the "Investors"), which shall be secured by a lien on all the assets of Grantor, including intellectual property assets (the "Subordinated Financing").

C. Bank is willing to make the Financial Accommodations to Grantor and to consent to the Subordinated Financing, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

D. Pursuant to the terms of the Loan Agreement, as amended as of the date hereof, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement, as amended as of the date hereof. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Upon receipt of evidence satisfactory to Bank of the Investors' release of lien on Grantor's intellectual property assets, this Agreement shall terminate and be of no further force or effect.

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

GRANTOR:

Address of Grantor:

CELULA, INC.

5820 Nancy Ridge Drive, Suite 100
San Diego, CA 92121

By: 

Attn: Chief Executive Officer

Title: PRESIDENT/CEO

BANK:

Address of Bank:

COMERICA BANK

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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CELULA, INC.

5820 Nancy Ridge Drive, Suite 100
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By: _____

Attn: Chief Executive Officer


Title: _____

BANK:

Address of Bank:

COMERICA BANK

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By: 

Title: VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Methods and apparatus for use of optical forces for identification, characterization and/or sorting of particles	09845245	04/27/01
System and method for separating micro-particles	11087174	03/22/05
Methods and apparatus for use of optical forces for identification, characterization and/or sorting of particles	11272593	11/11/05
Cell sorting system and methods	11781848	07/23/07
Methods and devices for correlated, multi-parameter single cell measurements and recovery of remnant biological material	12188999	08/08/08
Methods and compositions for differential expansion of fetal cells in maternal blood and their use	12445732	11/01/10
Method of separating particles using an optical gradient	6744038	06/01/04
Optical switching and sorting of biological samples and microparticles transported in a micro-fluidic device, including integrated bio-chip devices	6778724	08/17/04
Method and apparatus for separation of particles	6815664	11/09/04
Methods and apparatus for sorting of bioparticles based upon optical spectral signature	6833542	12/21/04
Method for separating micro-particles	6936811	08/30/05
Microfluidic sorting device	7068874	06/27/06
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network	7745221	06/29/10
Antibodies against cells of fetal origin	8026054	09/27/11
System and method for separating micro-particles	12544070	08/19/09
Methods and apparatus for use of optical forces for identification, characterization and/or sorting of particles	12545624	08/21/09
Methods and apparatus for sorting cells using an optical switch in a microfluidic channel network	12825037	06/02/10
Methods and genotyping panels for detecting alleles, genomes, and transcriptomes	12645129	12/22/09

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

None.