

## PATENT ASSIGNMENT

Electronic Version v1.1  
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|                            |  |
|----------------------------|--|
| SUBMISSION TYPE:           | NEW ASSIGNMENT                                       |
| NATURE OF CONVEYANCE:      | Intellectual Property Security Agreement (Term Loan) |
| CONVEYING PARTY DATA       |  |
| Name                       | Execution Date                                       |
| Accumetrics, Inc.          | 12/28/2012   |
| RECEIVING PARTY DATA       |  |
| Name:                      | Silicon Valley Bank                                  |
| Street Address:            | 3003 Tasman Drive                                    |
| City:                      | Santa Clara  |
| State/Country:             | CALIFORNIA   |
| Postal Code:               | 95054-1191   |
| Name:                      | Horizon Technology Finance Corporation               |
| Street Address:            | 312 Farmington Avenue                                |
| City:                      | Farmington   |
| State/Country:             | CONNECTICUT  |
| Postal Code:               | 06032  |
| PROPERTY NUMBERS Total: 13 |  |
| Property Type              | Number   |
| Patent Number:             | 5922551  |
| Patent Number:             | 6016712  |
| Patent Number:             | D409758  |
| Patent Number:             | 7205115  |
| Patent Number:             | 7595169  |
| Patent Number:             | 7790362  |
| Application Number:        | 12943413   |
| Application Number:        | 12480476   |
| Application Number:        | 09895776   |
| Application Number:        | 11742684   |

CH \$520.00 5922551

|                     |          |
|---------------------|----------|
| Application Number: | 12114498 |
| Application Number: | 12598581 |
| Application Number: | 12876730 |

#### CORRESPONDENCE DATA

Fax Number: 8586385130

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

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

|                         |            |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 354271-293 |
|-------------------------|------------|

|                    |             |
|--------------------|-------------|
| NAME OF SUBMITTER: | Troy Zander |
|--------------------|-------------|

Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 28, 2012 among **HORIZON TECHNOLOGY FINANCE CORPORATION** ("**Horizon**") as a Lender, **SILICON VALLEY BANK**, a California corporation ("**SVB**" or "**Bank**") as a Lender, (Horizon and SVB are referred to herein collectively as "**Lenders**"), **HORIZON** as agent for the Lenders (in such capacity, "**Collateral Agent**"), and **ACCUMETRICS, INC.**, a Delaware corporation ("**Borrower**").

### RECITALS

**A.** Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, Lenders and Grantor dated December 28, 2012 (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of Lenders, a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of Lenders, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules 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 Collateral Agent, for the benefit of Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 any of the Lenders, of any or all other rights, powers or remedies.

*[Balance of Page Intentionally Left Blank]*

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:

ACCUMETRICS, INC.

3985 Sorrento Valley Blvd.  
San Diego, CA 92121

Attn: GREG T. BRITTS

By: Cugis

Title: CFO

COLLATERAL AGENT AND LENDER:

Address of Collateral Agent and Lender:

HORIZON TECHNOLOGY FINANCE CORP.

312 Farmington Avenue  
Farmington, CT 06032

Attn: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

Address of Lender:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

Attn: Kevin Wallace

By: Kevin Wallace

Title: RM

[Signature Page to Intellectual Property Security Agreement]

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:

**ACCUMETRICS, INC.**

3985 Sorrento Valley Blvd.  
San Diego, CA 92121

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

**COLLATERAL AGENT AND LENDER:**

Address of Collateral Agent and Lender:

**HORIZON TECHNOLOGY FINANCE CORP.**

312 Farmington Avenue  
Farmington, CT 06032

By:  \_\_\_\_\_

Title: President

Attn: Legal Department

**LENDER:**

Address of Lender:

**SILICON VALLEY BANK**

3003 Tasman Drive  
Santa Clara, CA 95054

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

*[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> |
|--|------------------------|------------------|
| Agglutrimetric platelet binding assays in blood  | 5922551                | 7/13/99          |
| Device for receiving and processing a sample   | 6016712                | 1/25/00          |
| Sample cartridge   | D409758                | 5/11/99          |
| Controlled platelet activation to monitor therapy of adp antagonists                         | 12943413               | 11/10/10         |
| Hubbed dual cannula device for closed container sampling systems                             | 12480476               | 6/8/09           |
| Control for methods for determining platelet count and platelet function                     | 09895776               | 6/28/01          |
| Methods for measuring platelet reactivity of patients that have received drug eluting stents | 11742684               | 5/1/07           |
| Methods of measuring inhibition of platelet aggregation by thrombin receptor antagonists     | 12114498               | 5/2/08           |
| Methods for measuring platelet reactivity of individuals treated with drug eluting stents    | 12598581               | 3/30/10          |
| Controlled platelet activation to monitor therapy of adp antagonists                         | 12876730               | 9/7/10           |
| Method and system for stabilization of arachidonic acid for use in platelet function assay   | 7205115                | 4/17/07          |
| Method for determining percent platelet aggregation  | 7595169                | 9/29/09          |
| Controlled platelet activation to monitor therapy of adp antagonists                         | 7790362                | 9/7/10           |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration No.</u> | <u>File Date</u> |
|--------------------|--------------------------------|------------------|
| VERIFY NOW PRUTEST | 85751354                       | 10/11/12         |
| VERIFYNOW          | 78352014                       | 1/14/04          |