503841195 05/24/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3887843

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVE	YANCE:	FORECLOSURE DOCUMENTS	
EQUENCE:		1	
CONVEYING PARTY	/ DATA		
		Name E	Execution Date
VINDRAUGA HOLDI	NGS, LLC	04	4/05/2016
VINDRAUGA HOLDI RECEIVING PARTY Name:	DATA	04 A HOLDINGS, LLC	4/05/2016
RECEIVING PARTY	DATA VINDRAUG		4/05/2016
RECEIVING PARTY Name:	DATA VINDRAUG	A HOLDINGS, LLC L CIRCLE SOUTH, SUITE 310	4/05/2016
RECEIVING PARTY Name: Street Address:	DATA VINDRAUG 1565 HOTE	A HOLDINGS, LLC L CIRCLE SOUTH, SUITE 310	4/05/2016

PROPERTY NUMBERS Total: 40

Property Type	Number
Application Number:	60748824
Application Number:	12305950
Application Number:	60784322
Application Number:	60796585
Application Number:	11850550
Application Number:	13446382
Application Number:	13903346
Application Number:	60824471
Application Number:	60910217
Application Number:	61033726
Application Number:	12921349
Application Number:	61033721
Application Number:	61033731
Application Number:	61036013
Application Number:	12922365
Application Number:	61105641
Application Number:	12579733
Application Number:	61115710
Application Number:	12620831

Property Type		Number	
Application Number:	1389	2714	
Application Number:	6129	8443	
Application Number:	1301	4413	
Application Number:	6116	5662	
Application Number:	1275	3022	
Application Number:	6116	6986	
Application Number:	1275	4770	
Application Number:	6179	8910	
Application Number:	1421	1560	
Application Number:	6142	0141	
Application Number:	1331	2553	
Application Number:	1415	4989	
Application Number:	6202	0033	
Application Number:	1429	9303	
PCT Number:	US20	009060895	
PCT Number:	US20	009064967	
PCT Number:	US20	011022573	
PCT Number:	US20)10029720	
PCT Number:	US20	010030104	
PCT Number:	US20)14027774	
PCT Number:	US2	011063522	
	to the	395-0694 e-mail address first; if that is uns	
<i>using a fax number, if provide</i> Phone:		hat is unsuccessful, it will be ser 957801	it via US Mail.
Email:		ery@adrianoassociates.com	
Correspondent Name:		AH B. ADRIANO	
Address Line 1:		EAST GREEN STREET, SUITE 30	0
Address Line 4:	PAS	ADENA, CALIFORNIA 91101	
ATTORNEY DOCKET NUMBER	ł:	30450.1USL1	
NAME OF SUBMITTER:		SARAH B. ADRIANO	
SIGNATURE:		/Sarah B. Adriano/	
DATE SIGNED:		05/24/2016	
Total Attachments: 83 source=16 may 24 Kirby Affidavi source=16 may 24 Kirby Affidavi source=16 may 24 Kirby Affidavi source=16 may 24 Kirby Affidavi	t With E t With E	Exhibits#page2.tif Exhibits#page3.tif	

source=16 may 24 Kirby Affidavit With Exhibits#page5.tif source=16 may 24 Kirby Affidavit With Exhibits#page6.tif source=16 may 24 Kirby Affidavit With Exhibits#page7.tif source=16 may 24 Kirby Affidavit With Exhibits#page8.tif source=16 may 24 Kirby Affidavit With Exhibits#page9.tif source=16 may 24 Kirby Affidavit With Exhibits#page10.tif source=16 may 24 Kirby Affidavit With Exhibits#page11.tif source=16 may 24 Kirby Affidavit With Exhibits#page12.tif source=16 may 24 Kirby Affidavit With Exhibits#page13.tif source=16 may 24 Kirby Affidavit With Exhibits#page14.tif source=16 may 24 Kirby Affidavit With Exhibits#page15.tif source=16 may 24 Kirby Affidavit With Exhibits#page16.tif source=16 may 24 Kirby Affidavit With Exhibits#page17.tif source=16 may 24 Kirby Affidavit With Exhibits#page18.tif source=16 may 24 Kirby Affidavit With Exhibits#page19.tif source=16 may 24 Kirby Affidavit With Exhibits#page20.tif source=16 may 24 Kirby Affidavit With Exhibits#page21.tif source=16 may 24 Kirby Affidavit With Exhibits#page22.tif source=16 may 24 Kirby Affidavit With Exhibits#page23.tif source=16 may 24 Kirby Affidavit With Exhibits#page24.tif source=16 may 24 Kirby Affidavit With Exhibits#page25.tif source=16 may 24 Kirby Affidavit With Exhibits#page26.tif source=16 may 24 Kirby Affidavit With Exhibits#page27.tif source=16 may 24 Kirby Affidavit With Exhibits#page28.tif source=16 may 24 Kirby Affidavit With Exhibits#page29.tif source=16 may 24 Kirby Affidavit With Exhibits#page30.tif source=16 may 24 Kirby Affidavit With Exhibits#page31.tif source=16 may 24 Kirby Affidavit With Exhibits#page32.tif source=16 may 24 Kirby Affidavit With Exhibits#page33.tif source=16 may 24 Kirby Affidavit With Exhibits#page34.tif source=16 may 24 Kirby Affidavit With Exhibits#page35.tif source=16 may 24 Kirby Affidavit With Exhibits#page36.tif source=16 may 24 Kirby Affidavit With Exhibits#page37.tif source=16 may 24 Kirby Affidavit With Exhibits#page38.tif source=16 may 24 Kirby Affidavit With Exhibits#page39.tif source=16 may 24 Kirby Affidavit With Exhibits#page40.tif source=16 may 24 Kirby Affidavit With Exhibits#page41.tif source=16 may 24 Kirby Affidavit With Exhibits#page42.tif source=16 may 24 Kirby Affidavit With Exhibits#page43.tif source=16 may 24 Kirby Affidavit With Exhibits#page44.tif source=16 may 24 Kirby Affidavit With Exhibits#page45.tif source=16 may 24 Kirby Affidavit With Exhibits#page46.tif source=16 may 24 Kirby Affidavit With Exhibits#page47.tif source=16 may 24 Kirby Affidavit With Exhibits#page48.tif source=16 may 24 Kirby Affidavit With Exhibits#page49.tif source=16 may 24 Kirby Affidavit With Exhibits#page50.tif source=16 may 24 Kirby Affidavit With Exhibits#page51.tif source=16 may 24 Kirby Affidavit With Exhibits#page52.tif

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: The Patent Applications, Patents, and Trademarks identified in the Security Agreement referred to herein

AFFIDAVIT OF DEAN T. KIRBY, JR.

I, Dean T. Kirby, Jr., declare:

- I am an attorney duly admitted to practice in the State of California. I am member of the law firm of Kirby & McGuinn, A P.C., 707 Broadway, Suite 1750, San Diego, CA 92101, attorneys for Vindrauga Corporation and for Vindrauga Holdings, LLC. Kirby & McGuinn represented both parties in relation to the foreclosure proceedings referred to below, and is the legal representative of those parties for this purpose. I have personal knowledge of the facts stated herein and could and would competently testify thereto if called as a witness.
- 2. A default has occurred with respect to the indebtedness secured by that certain Security Agreement dated as of November 7, 2013 which was recorded with the Patent Office under Reel 031601 and Frame numbers: 0321-0342 (for patents and patent applications) (Exhibit 1) and Trademark Office under Reel 005150 and Frame numbers: 0861-0882 (for trademarks) (Exhibit 2). The security interest created thereunder was perfected by the filing of a UCC-1 Financing Statement with the California Secretary of State on November 8, 2013 as Document No. 2013 4419884 (Exhibit 3), as amended by a UCC-2 Amendment filed April 23, 2015 as Document No. 2015 1744746 (Exhibit 4).
- Prior to any disposition of collateral under the Security Agreement, the secured indebtedness was assigned by Vindrauga Corporation to Vindrauga Holdings, LLC, as evidenced by that certain Assignment dated April 4, 2016 (Exhibit 5) and

Declaration of Dean Kirby, Jr. Page 2

perfected by the filing of a UCC-2 Financing Statement Amendment filed with the California Secretary of State on April 4, 2016 as Document No. 2016 1991577 (**Exhibit 6**).

- 4. By reason of the default, a disposition of the intellectual property collateral described in the recorded Security Agreement, including without implied limitation the specific items listed in the collateral description attached to the Security Agreement (the "Intellectual Property Collateral") has taken place. A Notification of Intended Disposition of Collateral (Exhibit 7) was duly served, and at public auction held on April 5, 2016, the collateral was sold to the Secured Party, Vindrauga Holdings, LLC, by credit bid. To evidence the transfer of title to the collateral which occurred at the foreclosure sale, a Secured Party Bill of Sale (Exhibit 8) was executed. Also attached hereto is an Amended and Restated Secured Party Bill of Sale including an amended Exhibit "A" which more particularly describes certain items of the Collateral which were included in the general description attached to the original Secured Party Bill of Sale.
- 5. The Intellectual Property Collateral has thus been legally foreclosed upon under applicable California state law resulting in a complete transfer of ownership interest to the Secured Party, Vindrauga Holdings, LLC.
- As evidenced by the Bill of Sale, and by the Amended and Restated Bill of Sale, Vindrauga Holdings, LLC is the owner of the Intellectual Property Collateral identified therein.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this Declaration was executed on May 23, 2016 at San Diego, California.

DEAN/T. KIBBY, JR.

Exhibit 1

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYP	PE:	NEW ASSIGNMENT		
NATURE OF CON	VEYANCE:	SECURITY AGREEMENT		
CONVEYING PAR	CONVEYING PARTY DATA			
·····				
RIDGE DIAGNOST		ame	Execution Date: 11/07/2013	te
KIDGE DIAGNOS	11CS, INC.		11/0//2013	
RECEIVING PART	ГҮ ДАТА			
Name:	VINDRAUGA	CORPORATION		5
Street Address:		RCLE SOUTH, SUITE 310		
City:	SAN DIEGO			
State/Country:	CALIFORNIA			
Postal Code:	92108			
PROPERTY NUMI				ז
Property T		Number		
Patent Number:	¦{	8374		
Patent Number:		0077		
Patent Number:		0418		
Application Numb		48824		
Application Numb		05950		
Application Numb	er: 607	84322		
Application Numb		96585		
Application Numb	er: 609	10217		
Application Numb	er: 610	61033726		
Application Numb	er: 129	12921349		
Application Numb	er: 610	51033721		
Application Numb	er: 610	33731		
Application Numb	er: 610	36013		
Application Numb	er: 129	22365		
Application Numb	er: 611	05641		
Application Numb	er: 125	79733		

Application Number:	61115710
Application Number:	13892714
Application Number:	61298443
Application Number:	13014413
Application Number:	61165662
Application Number:	12753022
Application Number:	61166986
Application Number:	12754770
Application Number:	61798910
Application Number:	61420141
Application Number:	13312553
Application Number:	13903346
Application Number:	60824471

CORRESPONDENCE DATA

Fax Number:	(619)702-6858
Phone:	(619) 685-3067
Email:	hotaling@scmv.com
Correspondence will be sent via	US Mail when the email attempt is unsuccessful.
Correspondent Name:	ANDREW D. BROOKS
Address Line 1:	750 B STREET, SUITE 2100
Address Line 2:	SELTZER CAPLAN MCMAHON VITEK
Address Line 4:	SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	ANDREW D. BROOKS
Signature:	/Andrew D. Brooks/
Date:	11/08/2013

Total Attachments: 20

source=IP Security Agreement Ridge wSchedule A#page1.tif source=IP Security Agreement Ridge wSchedule A#page2.tif source=IP Security Agreement Ridge wSchedule A#page3.tif source=IP Security Agreement Ridge wSchedule A#page4.tif source=IP Security Agreement Ridge wSchedule A#page5.tif source=IP Security Agreement Ridge wSchedule A#page6.tif source=IP Security Agreement Ridge wSchedule A#page7.tif source=IP Security Agreement Ridge wSchedule A#page8.tif source=IP Security Agreement Ridge wSchedule A#page9.tif source=IP Security Agreement Ridge wSchedule A#page10.tif source=IP Security Agreement Ridge wSchedule A#page11.tif source=IP Security Agreement Ridge wSchedule A#page12.tif source=IP Security Agreement Ridge wSchedule A#page13.tif source=IP Security Agreement Ridge wSchedule A#page14.tif source=IP Security Agreement Ridge wSchedule A#page15.tif source=IP Security Agreement Ridge wSchedule A#page16.tif source=IP Security Agreement Ridge wSchedule A#page17.tif source=IP Security Agreement Ridge wSchedule A#page18.tif source=IP Security Agreement Ridge wSchedule A#page19.tif source=IP Security Agreement Ridge wSchedule A#page20.tif

RECEIPT INFORMATION

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made as of November 2, 2013 by RIDGE DIAGNOSTICS, INC., a Delaware corporation ("Pledgor"), in favor of VINDRAUGA CORPORATION, a California corporation ("Lender"), with reference to the facts set forth below:

A. Pledgor has obtained a loan ("Loan") from VINDRAUGA CORPORATION, a California corporation ("Lender"), and in connection therewith has executed and delivered a Promissory Note dated of even date herewith (the "Note") in favor of Lender. Except as otherwise provided in this Agreement, terms with initial capital letters herein shall have the same meanings as set forth in the Note and that certain Loan Agreement, dated of even date herewith (the "Loan Agreement").

B. As a condition to making the Loan, Lender requires that Pledgor grant a security interest in and to certain property to Lender for purposes of securing all of the obligations to be performed by Pledgor pursuant to the Loan Agreement. Pledgor hereby acknowledges and agrees that it will derive personal benefit by Lender making the loan to Pledgor pursuant to the Loan Documents (defined below).

C. To induce Lender to make the Loan, Pledgor is willing to grant a security interest in and to such property to Lender on the provisions and conditions hereinafter set forth.

NOW, THEREFORE to induce Lender to make the Loan and in consideration for the making of the Loan, Pledgor agrees as set forth below:

1. Definitions: Interpretation.

(a) <u>Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

"Business" shall mean the current business operations of Pledgor and all future business operations of Pledgor.

"Collateral" has the meaning set forth in Section 2.

"Copyright Collateral" has the meaning set forth in Section 2.

"Copyrights" has the meaning set forth in Section 2.

"Event of Default" has the meaning ascribed thereto in Section 7.

"Existing Interest Holders" means any of the Persons holding the Existing

Interests.

"<u>Existing Interests</u>" means any interests in the Collateral or portions thereof existing on the date hereof in favor of any of the Persons as listed on <u>Schedule</u> "B" pursuant to the agreements referred to therein.

"<u>Lender</u>" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"<u>Lien</u>" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"<u>Loan Agreement</u>" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement and shall include all modifications, amendments, renewals, replacements and extensions thereof.

"Loan Documents" shall mean the Loan Agreement and all other documents executed by Pledgor or any other party in connection with evidencing or securing the Loan.

"<u>Material Adverse Effect</u>" means a circumstance or event or any set of circumstances or events which has or could reasonably be expected to have any material adverse effect upon: (a) the condition, operations, assets, business or prospects of Pledgor; (b) Pledgor's ability to pay and perform the Obligations; (c) the value or priority of Lender's security interest in any Collateral; and/or (d) the practical realization of the benefits of Lender's rights and remedies under this Agreement and the other Loan Documents.

"Obligations" shall have the meaning ascribed to such term in Section 3 of

this Agreement.

"Patent Collateral" has the meaning set forth in Section 2.

"Patents" has the meaning set forth in Section 2.

"<u>Person</u>" means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or any other entity.

"<u>Pledgor Documents</u>" means this Agreement together with any collateral assignments of licenses made by Pledgor in favor of Lender, any security agreements for licenses made by Pledgor in favor of Lender, and all other similar documents relating to licenses executed by Pledgor in connection with the Loan Documents.

"<u>Pledgor</u>" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"<u>Proceeds</u>" means whatever is receivable or received from or upon the sale, lease, license, sublicense, franchise, subfranchise, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral, including "proceeds" as defined at UCC Section 9-102 (whether in the form of goods, money, instruments, chattel paper,

documents, accounts, deposit accounts, investment property, insurance, general intangibles, rights to proceeds of written letters of credit or otherwise), all insurance proceeds and all proceeds of proceeds. Proceeds shall also include: (i) any and all accounts, chattel paper, instruments, license fees, franchise fees, management fees, distributorship fees, royalties, required or permissible product purchase payments, general intangibles, cash and other proceeds, payable to or for the account of Pledgor, from time to time in respect of any of the Collateral and/or Pledgor's Business; (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Pledgor from time to time with respect to any of the Collateral; (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Person acting under color of governmental authority; and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person.

"<u>PTO</u>" means the United States Patent and Trademark Office and any successor thereto.

"Trade Secret Collateral" has the meaning set forth in Section 2.

"Trade Secrets" has the meaning set forth in Section 2.

"Trademark Collateral" has the meaning set forth in Section 2,

"Trademarks" has the meaning set forth in Section 2.

"<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of California.

"<u>United States</u>" and "<u>U.S.</u>" each mean the United States of America.

(b) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires: (i) any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (v) references to agreements and other modifications thereto; (vi) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or

replacing the statute or regulation referred to; and (vii) any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

2. <u>Security Interest</u>. To secure the Obligations (as defined in Section 3 below), Pledgor does hereby irrevocably pledge, assign and grant to Lender a security interest in all of Pledgor's worldwide right, title and interest in and to all of the following property, now adopted, used, registered, unregistered, owned or hereafter acquired or created (collectively, the "<u>Collateral</u>"):

Trademark Collateral. (a) (i) All common law, state, federal and internationally registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the Business or otherwise, together with and including all licenses therefor held by Pledgor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in Pledgor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) not otherwise described herein and all of the goodwill of Pledgor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

(b) <u>Trade Secret Collateral</u>. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Pledgor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "<u>Trade Secrets</u>"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or

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hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").

(c) Copyright Collateral. (i) All published and unpublished works of authorship that Pledgor owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Pledgor or by its employees, independent contractors, third parties or acquired by Pledgor, all of Pledgor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Pledgor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

(d) Patent Collateral. (i) All patents and patent applications (including, without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Pledgor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, divisions. continuations. continuations-in-part, renewals, extensions, re-examinations, supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced to practice or developed alone or jointly with others), and together with and including all patent licenses held by Pledgor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified

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or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

3. <u>Obligations Secured</u>. This Agreement and the security interest granted by this Agreement secure (in such order of priority as Lender may determine, in its sole discretion) the payment, performance, observance and satisfaction by Pledgor of all of its obligations under all of the following and all modifications, amendments, renewals, replacements and extensions of each of them (collectively, the "<u>Obligations</u>"): (a) the Loan Documents; (b) all obligations of Pledgor under the Pledgor Documents; (c) all other indebtedness and obligations of Pledgor to Lender whether currently existing or hereafter arising; (d) all amounts that Lender may advance or spend for the maintenance or preservation of the Collateral, and any other expenditures that Lender may make pursuant to the provisions of this Agreement or for the benefit of Pledgor; and (e) any of the foregoing that arises after the filing of a petition by or against Pledgor pursuant to the United States Bankruptcy Code, even if the Obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.

4. Further Assurances; Appointment of Lender As Attorney-In-Fact. Pledgor, at its expense, shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender may reasonably request from time to time, in order to evidence, protect, maintain, perfect or continue the security interest of Lender in the Collateral, to effectuate or enforce the rights granted to Lender hereunder, or to otherwise carry out the purposes and intent of this Agreement. Without limiting the foregoing, Pledgor authorizes Lender to file financing statements and such other instruments as may be necessary or desirable to perfect security interests created hereby in all states, counties and other jurisdictions as Lender may elect, without Pledgor's signature if permitted by law, describing the Collateral. Pledgor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact with full power of substitution in the place and stead of Pledgor and in the name of Pledgor, Lender or otherwise, from time to time in Lender's discretion to do the following: (a) to sign or endorse the name of Pledgor on all or any of such documents or instruments and perform all other acts that Lender reasonably deems necessary or advisable in order to perfect or continue perfection, maintain the priority or enforceability of or provide notice of Lender's security interest in the Collateral; (b) to execute any and all other applications, documents and instruments and to perform any and all acts and things for and on behalf of Pledgor, which Lender may reasonably deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (i) to defend, settle, adjust or institute any action, suit or proceeding with

respect to the Collateral, (ii) to assert or retain any rights under any license, distribution or franchise agreement for or with respect to any of the Collateral and (iii) to execute any and all applications, documents, papers and instruments for Lender to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; and (c) to take any other actions with respect to the Collateral, consistent with the terms of this Agreement, as Lender deems reasonably necessary or in the best interest of Lender. The power of attorney set forth in this Section 4 is coupled with an interest and is irrevocable so long as this Agreement shall be in effect. Pledgor hereby ratifies all that Lender shall lawfully do or cause to be done by virtue hereof.

5. <u>Covenants</u>. Pledgor covenants and agrees that, to the best of its ability, as long as this Agreement shall be in effect:

Pledgor shall use commercially reasonable efforts to (i) actively police (a) and defend the Collateral, file and prosecute lawsuits, interference, opposition and cancellation proceedings, and take such other actions as necessary to protect the strength of and rights in the Collateral, (ii) protect, defend and maintain the validity and enforceability of the Collateral, (iii) ascertain or discover any infringements or violations of the Collateral and promptly advise Lender in writing of any infringements or violations detected, and (iv) not allow any Collateral to be abandoned, forfeited or dedicated to the public without the consent of Lender which shall not be unreasonably withheld; provided, however, Pledgor may abandon and/or forfeit any application, filing and/or registration in any foreign (non-United States) jurisdiction but only after Pledgor has reasonably determined that such abandonment and/or forfeiture will not result in a Material Adverse Effect. Lender shall have the right, but not the obligation, to take, at Pledgor's sole expense, in its own name or in Pledgor's name or in the names of the parties jointly any actions that Pledgor is required to take under this section or other provisions of this Agreement, but which Pledgor fails to take. Pledgor shall prosecute any infringement or violation of the Collateral to protect the Collateral as required by this Agreement, giving due consideration to value, importance, cost and opinion of counsel as to such action. If Pledgor decides not to prosecute an infringement or violation of the Collateral, Pledgor shall promptly notify Lender in writing explaining the facts and reasons why Pledgor has decided not to pursue such infringement or violation. If Lender reasonably determines that such infringement or violation must be prosecuted in order to protect Lender's interest in the Collateral, Lender shall so notify Pledgor in writing and Pledgor shall thereafter promptly prosecute such infringement or violation at Pledgor's expense;

(b) Pledgor shall promptly, upon its becoming aware thereof, notify Lender in writing of the existence or receipt of (i) any claim, dispute, lawsuit, arbitration, opposition, cancellation or interference proceeding, or other proceeding that in any way involves or relates to any of the Collateral, (ii) any adverse determination in or with respect to any of the pending or future applications for registration or registrations of any of the Collateral, and/or (iii) any adverse determination in or with respect to any lawsuits or other proceedings regarding the Collateral or regarding Pledgor's claim of ownership in or right to use any of the Collateral; Pledgor shall promptly provide to Lender any information with respect thereto required from time to time by Lender;

(c) Pledgor shall renew, preserve and maintain all Patents, Trademarks, Copyrights, Trade Secrets and other Collateral in a reasonable and timely manner, including without limitation filing all required affidavits and other documents and paying all necessary maintenance and other fees; provided, however, Pledgor may forego renewal, preservation and/or maintenance of any of the foregoing in any foreign (non-United States) jurisdiction but only after Pledgor has reasonably determined that such abandonment and/or forfeiture will not result in a Material Adverse Effect.

(d) Pledgor shall not sell, pledge, encumber, lien, hypothecate, assign, license, franchise, distribute or otherwise dispose of any rights in any of the Patents, Trademarks, Copyrights, Trade Secrets or other Collateral to any third party, in the U.S. or internationally, without the express, written consent of Lender, which consent shall not be unreasonably withheld by Lender;

(e) Lender shall have no obligation or responsibility to preserve, protect or defend the Collateral and Pledgor shall at its own expense protect, defend and maintain the same as required by this Agreement or specifically by Lender from time to time in its sole discretion;

(f) Pledgor shall use commercially reasonable efforts to prosecute diligently any Patent, Copyright, Trademark or other intellectual property application pending as of the date hereof or hereafter. Pledgor shall notify Lender in writing of any such applications filed and/or registrations received for any of the Patents, Trademarks, Copyrights or other Collateral, and the parties shall amend this Agreement, any assignments, UCC-1 Financing Statements, Memorandum of Security Agreement or other document to reflect such applications and registrations. Pledgor shall diligently file and prosecute applications for registration for all major variations and improvements to the Trademarks, Copyrights and Patents, including derivative and collective marks and works upon their adoption and use;

(g) Pledgor shall employ notices and proprietary markings in compliance with applicable legal requirements or as permitted to maximize the protection and enforcement of the Collateral;

(h) If Pledgor fails to comply with any of its covenants or agreements herein, Lender may do so in Pledgor's name or in Lender's name, at Pledgor's expense, and Pledgor shall reimburse Lender for all expenses, including reasonable attorney's fees and costs, incurred by Lender in protecting, defending and maintaining the Collateral;

(i) Pledgor shall not enter into any agreement (for example, a license agreement, distribution agreement, joint development agreement, franchise agreement or work for hire agreement) that would allow actual or potential Collateral to become all or partly owned by any other Person, or that is inconsistent with Pledgor's obligations under this Agreement, without Lender's prior written consent;

(j) Pledgor shall not take any action, or permit any action to be taken by others subject to its control, including licensees, joint venture partners, franchisees, vendors, or joint developers, or fail to take any action, if doing so or not doing so would impair the title to, or validity or enforceability of the Collateral and/or of Lender's interest in the Collateral;

(k) Pledgor shall permit Lender, at any reasonable time, upon reasonable frequency, and upon reasonable prior written notice, to inspect Pledgor's premises and to examine Pledgor's books, records, operations, and use and protection of the Patents, Trademarks, Copyrights, Trade Secrets and other Collateral, and permit Lender to make and retain copies of any of the Collateral and of such books and records in order to protect its interest in the Collateral;

(1) Pledgor shall, promptly after executing this Agreement, to the extent not previously provided to Lender, provide to Lender a copy of the written agreements between Pledgor and the Existing Interest Holders;

(m) Pledgor shall pay when due all taxes and assessments against the Collateral and all claims and demands arising from Pledgor's ownership or use of the Collateral, and will not cause or permit any Lien to be imposed on or to exist against the Collateral;

(n) Pledgor shall make no change to its organization status or existence, state of incorporation, corporate identification number, or name, nor merge into or consolidate with any other Person, in each case without providing Lender at least thirty (30) days' prior written notice; and

(o) Pledgor shall, with respect to Collateral consisting of rights in or under agreements, contracts, accounts, instruments, leases, permits, licenses, franchises, and the like, now existing or hereafter acquired or entered into, including any license agreements made by Pledgor (collectively, "<u>Third Party Agreements</u>") do the following:

(i) except with respect to Third Party Agreements of inconsequential value, the breach or loss of which could have no material adverse effect on Pledgor, the Business or any of the remaining Collateral, Pledgor will, at its sole cost and expense (a) perform and satisfy every obligation and condition of the Third Party Agreements to be performed or satisfied by Pledgor; (b) give prompt notice to Lender of any notice of default given or received by Pledgor under any Third Party Agreements, together with a copy of any such notice of default; (c) enforce, short of termination, the performance and satisfaction of every obligation and condition of the Third Party Agreements to be performed or satisfied by the other parties to the Third Party Agreements; and (d) appear in and defend any action arising from or relating to the Third Party Agreements or the obligations of any party under any Third Party Agreement;

(ii) except with respect to Third Party Agreements of inconsequential value, the breach or loss of which could have no material adverse effect on Pledgor, the Business or any of the remaining Collateral, Pledgor will not, without Lender's prior written consent, take any action to (a) terminate or amend any Third Party Agreements; (b) waive or release the parties to any Third Party Agreements from any obligation or condition to be performed or satisfied by such parties; (c) assign, transfer, pledge or otherwise encumber any of its rights in any Third Party Agreements, absolutely or for security; or (d) revoke or countermand, or attempt or purport to revoke or countermand, the irrevocable authorizations and instructions set forth in Subsection (iii) below. Any such purported action by Pledgor without Lender's prior written consent will be void and will constitute a default under this Agreement;

(iii) Pledgor hereby irrevocably authorizes and instructs every present and future party under every Third Party Agreement, upon demand by Lender, to pay and perform all of such party's obligations directly and only to Lender, to recognize and accept Lender as the holder of all of Pledgor's rights and benefits under the Third Party Agreement for all purposes, and to accept any payment or performance by Lender of Pledgor's obligations under the Third Party Agreement that Lender may elect to tender. No such party shall have any duty to investigate the validity or accuracy of any such demand by Lender. Each such party shall be relieved of any liability to Pledgor for payment or performance under a Third Party Agreement to the extent that such party has paid or performed to Lender, pursuant to demand of Lender, even if it is later determined that Lender's demand for payment or performance was invalid. Lender shall have the right at any time to enforce Pledgor's rights against every present and future party under every Third Party Agreement (including without limitation the account debtors and obligors); and

(iv) Lender is not obligated to perform any obligations of Pledgor under any Third Party Agreement unless Lender so elects, and Pledgor shall remain liable under every Third Party Agreement to the same extent as if this Agreement had not been executed. The exercise by Lender of any rights and remedies under this Agreement shall not release Pledgor from any of its duties or obligations under any Third Party Agreement.

6. <u>Representations and Warranties</u>. Pledgor represents, warrants and covenants, to the best of its knowledge, that now and in the future during the pendency of this Agreement and until the Obligations are satisfied in full as follows:

(a) <u>Schedule "A"</u> sets forth a true, correct and complete list of all of the existing Trademarks, Copyrights and Patents that are registered or for which any application for registration has been filed with the PTO or any corresponding or similar office of any other jurisdiction and that are owned and used by Pledgor, in whole or in part;

(b) <u>Schedule "B"</u> which sets forth the Existing Interests and Existing Interest Holders, sets forth a true, correct and complete list of all Existing Interest Holders to whom Pledgor has pledged, licensed, franchised or distributed any of the Collateral and all of the agreements giving rise to the Existing Interests;

(c) The Collateral and all portions thereof is subsisting, has not been adjudged invalid or unenforceable in whole or in part, is not currently being challenged in any way, and there are no pending or threatened claims, litigation, proceedings or other investigations regarding any of the Collateral. Except as otherwise disclosed to Lender in writing prior to the date of this Agreement, none of the Collateral has lapsed or expired or been abandoned or allowed to fall into the public domain;

(d) All maintenance, renewal and other fees required to be paid on account of any Collateral have been timely paid for maintaining such Collateral in force, and all affidavits of use required to be filed with respect to any Trademarks have been timely filed to maintain such Trademarks in force;

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(e) Pledgor owns the entire worldwide right, title and interest in and to the Collateral and each portion thereof free and clear of any Liens and rights of others, except for the Liens and rights granted by Pledgor pursuant to this Agreement and the Existing Interests of the Existing Interest Holders (provided Lender's security interest in the Collateral is senior in priority to the Existing Interests); and each such license, franchise or distribution agreement giving rise to the Existing Interests is in full force and effect, and other than parties to such license, franchise or distribution agreements, to Pledgor's knowledge, no other Person has any rights to or in any of the Collateral;

(f) Pledgor has the unqualified right, power and authority to pledge and grant to Lender a first priority security interest in all of the Collateral, and execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained; this Agreement has been fully authorized, executed and delivered, and constitutes a legal, valid and binding agreement of Pledgor enforceable in accordance with its terms; and the execution, delivery and performance by Pledgor of this Agreement do not violate any provision of law or the articles of incorporation or bylaws of Pledgor or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which Pledgor is a party or by which Pledgor may be bound;

(g) Pledgor has continually used in commerce all Trademarks once use of such has commenced;

(h) Pledgor has in place a commercially reasonable system to protect its Trade Secrets. Pledgor has taken and will continue to take all commercially reasonable steps to protect the confidentiality of all Trade Secrets;

(i) Neither Pledgor nor any of the Existing Interest Holders are in breach or default of any of the Third Party Agreements and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit the termination or modification of any of the Third Party Agreements;

(j) Pledgor has not transferred, pledged or otherwise encumbered any of its rights or interests in or under any of the Third Party Agreements;

(k) Pledgor, the Collateral, and products sold or services rendered by Pledgor, and/or any processes used by Pledgor in its Business do not infringe or violate any third party's intellectual property rights, and no claim has been made that the use of any of the Collateral or any products or services incorporating any of the Collateral constitutes an infringement or violation of any third party's intellectual property rights. Pledgor has not engaged in any conduct that would constitute unfair competition, unfair trade practices, defamation or otherwise would conflict with another Person's intellectual property rights or other rights. To Pledgor's knowledge, no third parties are infringing upon or violating any of the rights in any of the Collateral;

(1) <u>Schedule "A"</u> sets forth a true, accurate and complete list of all material technologies and proprietary rights of Pledgor that are necessary to operate Pledgor's Business;

(m) Pledgor has not agreed with any other Person not to sue or otherwise enforce any legal or equitable rights regarding the Collateral; and

(n) Pledgor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Pledgor all rights in and to any Collateral in which Pledgor has or may subsequently acquire any right or interest.

7. Event of Default. It shall be an "Event of Default" hereunder if Pledgor shall fail to perform or comply with any of the provisions of this Agreement, or if any representation or warranty made herein shall be false or misleading in any material respect, or if an "Event of Default" shall exist under and as defined in any one or more of the Loan Documents. Pledgor expressly acknowledges and agrees that this Section 7 is intended to and does hereby crossdefault this Agreement with the Pledgor's obligations under the Loan Documents, such that the occurrence of any Event of Default under any one or more of the Loan Documents shall constitute an immediate Event of Default hereunder. Lender shall provide Pledgor a written notice of an Event of Default. Notwithstanding anything to the contrary in this paragraph, it shall not be an "Event of Default" if Pledgor shall rectify the default to the satisfaction of Lender within five (5) business days after receipt of such notice for an Event of Default that involves a monetary Event of Default and within ten (10) business days after receipt of such notice for any other (non-monetary) Event of Default; provided, however, the foregoing shall not be construed to create an additional cure period for an Event of Default in addition to the cure rights set forth in the other Loan Documents.

8. Remedies. From and after the occurrence of an Event of Default, for so long as such Event of Default remains uncured, Lender shall have all rights and remedies available to it under this Agreement, under the Loan Documents and under applicable law (which rights and remedies are cumulative). Pledgor agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of the Collateral after default, pursuant to the UCC. Pledgor agrees that, in addition to its other rights, Lender shall at all times have such worldwide, royalty-free, exclusive, transferable, licenses (including the right to sublicense) for any Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies hereunder, including upon or after the occurrence of an Event of Default with respect to any assets of Pledgor in which Lender has a security interest, including Lender's rights to sell inventory, tooling, equipment or packaging which is owned or acquired by Pledgor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right, but not the obligation, to bring suit or to take such other action as Lender deems necessary or advisable, in the name of Pledgor or Lender, to enforce its rights under this Agreement or to enforce or protect any of the Collateral, in which event Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. Pledgor acknowledges and agrees that Lender may execute and acknowledge any and all such documents pursuant to the power of attorney granted to Lender hereunder but shall have no fiduciary duties to Pledgor thereunder to the maximum extent permitted by applicable law.

9. <u>Indemnity</u>. Pledgor shall indemnify, defend and hold Lender and its officers, directors, employees, agents, and affiliates (collectively, the "<u>Indemnitees</u>" and individually an "<u>Indemnitee</u>") harmless from and against any and all other liabilities, obligations, losses,

damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees are designated parties thereto) that may be imposed on, incurred by, or asserted against the Indemnitees, in any manner relating to or arising out of the Agreement or out of any undertaking or proceeding related to any of the transactions contemplated hereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs, and the fees and expenses of counsel (collectively, the "Indemnified Liabilities"); provided, however, that Pledgor shall have no obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the negligence or willful misconduct of that Indemnitee.

10. Miscellaneous.

(a) <u>Termination</u>. The security interest in the Collateral granted hereunder shall remain in full force and effect until the Obligations are satisfied in full and the Loan Documents and any commitment to extend any financial accommodation thereunder have been terminated. At such time, Lender shall, within five (5) business days, execute and deliver to Pledgor, or to a third party upon Pledgor's instructions, for filing with the appropriate government entity in the U.S. or elsewhere and in each office in which any financing statement pertaining to the security interest granted hereby may have been filed: (i) documentation in accordance with the rules and regulations of such office, (ii) termination statements under the UCC, and (iii) any other documentation reasonably requested by Pledgor, all as may be necessary to release Lender's interest in the Collateral.

(b) <u>Governing Law; Venue; Jury Waiver</u>. If there is a lawsuit or other proceeding, Pledgor agrees upon Lender's request to submit to the jurisdiction of the courts of San Diego County, California. To the extent permitted under applicable laws, Lender and Pledgor hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by Lender or Pledgor against the other, and each waive any right to object to or contest the venue or jurisdiction selected by Lender. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of California.

(c) <u>Entire Agreement</u>. This Agreement and that certain Security Agreement (Blanket) dated as of the date hereof, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(d) <u>Notice</u>. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be given personally, sent by facsimile transmission, electronic mail, prepaid air courier or certified, registered or express mail, postage prepaid. Any such notice shall be deemed to have been given or made for all purposes: (a) in any event, upon actual receipt by the recipient; (b) upon confirmation receipt (or oral confirmation) that the communication was successfully sent to the recipient if sent by facsimile or other electronic communication; (c) one day after being sent, when sent by

professional overnight courier service; or (d) three (3) business days after posting when sent by registered or certified mail. All notices, communications and/or payments should be addressed to the party for whom intended, as follows:

To Lender:	VINDRAUGA CORPORATION 1565 Hotel Circle South, Suite 310 San Diego, California 92108 Attn: James R. Wade Facsimile: (619) 220-8112
To Pledgor:	RIDGE DIAGNOSTICS, INC. 4225 Executive Square, Suite 600 La Jolla, California 92037 Attn: Lonna J. Williams Facsimile: ()

(e) <u>Costs and Expenses</u>. Pledgor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the preparation, execution, enforcement, modification and collection of this Agreement. Lender may hire or pay someone else to help collect the Obligations and to enforce this Agreement, and Pledgor shall pay the costs and expenses of such collection and enforcement. Costs and expenses include Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Pledgor also shall pay all court costs and such additional fees as may be directed by the court.

(f) <u>Severability</u>. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

(g) <u>Successors and Assigns</u>. All covenants and agreements contained by or on behalf of Pledgor shall bind Pledgor's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Pledgor shall not, however, have the right to assign Pledgor's rights under this Agreement or any interest therein, without the prior written consent of Lender.

(h) <u>Survival</u>. Pledgor understands and agrees that in making the Loan and other financial accommodations set forth in the Loan Documents, Lender is relying on all representations, warranties, and covenants made by Pledgor in this Agreement or in any certificate or other instrument delivered by Pledgor to Lender under this Agreement. Pledgor further agrees that regardless of any investigation made by Lender, all such representations,

warranties and covenants will survive the making of the Loan and other financial accommodations set forth in the Loan Documents, shall be continuing in nature, and shall remain in full force and effect until such time as all Obligations shall be paid and satisfied in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

(i) <u>Time is of the Essence</u>. Time is of the essence in the performance of this Agreement.

(j) <u>Waiver</u>. Lender shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender nor any course of dealing between Lender and Pledgor shall constitute a waiver of any of Lender's rights or Pledgor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

(k) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto and separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

* * * * *



IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

PLEDGOR:

RIDGE DIAGNOSTICS, INC., a Delaware corporation

OARA J. WILLIAMS By: Name? lts:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
County of San Diego	
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On $\frac{11}{6}\frac{2013}{0as}$ before me, C.	M. Varenteau, Notavy Yublic Here insent hame and this of the Offices
personally appeared LONNA c	M. Parenteau, Notary Public Here losed have and the of the Office JEAN WILLIAMS
	Name(s) of Signer(s)
C. M. PANENTEAU Commission # 2000523 Notary Public - California San Diago County My Comm. Expires Feb 23, 2017	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal. Signature: <u>Signature</u> Signature: <u>Signat</u>
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Attorney in Fact	Attorney in Fact
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Guardian or Conservator Other:	Guardian or Conservator Others
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20436-0007001	US	11/850,550	5-Sep-2007			8,158,374	17-Apr-2012	
20436-0007002	US	13/446,382	13-Apr-2012	2012-0289422	15-Nov-2012	8,450,077	28-May-2013	
20436-0007003	US	13/903,346	28-May-2013			-	-	Pending
0436-0007P01	US	60/824,471	5-Sep-2006	-	-	-	-	Expired (converted
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0436-0008P01	us	60/910,217	5-Apr-2007	-	-	-	-	Expired (converted
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20436-0009WO1	WIPO	PCT/US2009/036084	4-Mar-2009	WO 2009/111595	11-Sep-2009	-	-	Expired (national
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20436-0009CA1	Canada	2717763	4-Mar-2009	_	· -		-	Pending
20436-0009CN1	China	200980115931.3	4-Mar-2009	CN10203755A	27-Apr-2011	-	-	Pending
20436-0009EP1	Europe	9717234	4-Mar-2009	2329260	8-Jun-2011	-	-	Pending
20436-0009JP1	Japan	2010-549863	4-Mar-2009	2011-518318	23-Jun-2011	-	-	Pending
20436-0009US1	US	12/921,349	4-Mar-2009	2011-0245092	6-Oct-2011	-	-	Pending
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0436-0012CA1	Canada	2718273	11-Mar-2009	-+		•	-	Pending
0436-0012CN1	China	200980116135.1	11-Mar-2009	CN 102016907A	13-Apr-2011	-	-	Pending
0436-0012EP1	Europe	9718958.3	11-Mar-2009	2272044	12-Jan-2011	-	-	Pending
0436-0012HK1	Hong Kong	11107199.1	12-Jul-2011	1153282	23-Mar-2012	-		Pending
0436-0012JP1	Japan	2010-550839	11-Mar-2009	2011-520095	14-Jul-2011	-		Pending
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	China	200980147037.4	15-Oct-2009	CN 102257157A	23-Nov-2011	-	-	Pending
20436-0013EP1	Europe	9821274.9	15-Oct-2009	2337866	29-Jun-2011	_		Pending
20436-0013HK1	Hong Kong	12105066.4	15-Oct-2009	1164379	21-Sep-2012	-	-	Pending
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20436-0014P01	US	61/115,710	18-Nov-2008	-	-	-	-	Expired (converted
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20436-0014001	US	12/620,831	18-Nov-2009	2010-0136700	3-Jun-2010	8,440,418	14-May-2013	Issued
20436-0014002	US	13/892,714	13-May-2013			-	-	Pending
20436-0014WQ1	WIPO	PCT/US2009/064967	18-Nov-2009	WO 2010/059709	27-May-2010	-	-	Expired (national
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20436-0014CA1	Canada	2744151	18-Nov-2009	-	-	-	-	Pending
20436-0014CN1	China	200980153799.5	18-Nov-2009	CN 102301234A	28-Dec-2011	-		Pending
20436-0014EP1	Europe	9828159.5	18-Nov-2009	2356453	17-Aug-2011	-	+	Pending
20436-0014HK1	Hong Kong	12106344.6	18-Nov-2009	1165554	5-Oct-2012	-	-	Pending
20436-0014JP1	Japan	2011-537577	18-Nov-2009	2012-509480	19-Apr-2012	-	-	Pending
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20436-0015001	US	13/014,413	26-Jan-2011	2011-0213219	1-Sep-2011	-	-	Pending
20436-0015WO1	WIPO	PCT/US2011/022573	26-Jan-2011	WO 2011/094308	4-Aug-2011	-	-	Expired (national
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20436-0015CA1	Canada	2788315	26-Jan-2011	-	-	-	-	Pending
20436-0015CN1	China	201180011737.8	26-Jan-2011	CN 102884428A	16-Jan-2013		· · · · · · · · · · · · · · · · · · ·	Pending
20436-0015EP1	Europe	11737575.8	26-Jan-2011	2529222	5-Dec-2012	-	-	Pending
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20436-0016001		12/753,022	1-Apr-2010	2010-0280760	4-Nov-2010	-	-	Pending
20436-0016WO1	WIPO	PCT/US2010/029720	1-Apr-2010	WO 2010/0115061	7-Oct-2010	-	-	Expired (national
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Exhibit 2

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIG	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		SECURITY I	SECURITY INTEREST				
CONVEYING PARTY	΄ ΔΑΤΑ	<u> </u>					
Name		Former	1y	Execution Date	Entity Type	e	
RIDGE DIAGNOSTICS, INC.				11/07/2013	CORPORATION: DE	LAWARE	
RECEIVING PARTY	DATA						
Name:	VINDRAUGA CORPORATION						
Street Address:	1565 HOTEL CIRCLE SOUTH, SUITE 310						
City:	SAN DIEGO						
State/Country:	CALIFORNIA						
Postal Code:	92108						
Entity ⊺ype:	CORPORATION: CALIFORNIA						
Property Type Registration Numbe		RIDGE DIA	RIDGE DIAGNOSTICS				
Registration Number: 4117317		RIDGE DIA	RIDGE DIAGNOSTICS				
CORRESPONDENC	E DATA						
Fax Number: 6197026858		58					
Correspondence will		hat is unsucce.	ssful, it will be sen	t			
via US Mail.							
Phone: 619-685-3067 Email: hotaling@scm							
Email: Correspondent Name	scmv.com D. BROOKS						
Address Line 1:	-						
Address Line 2:	SELTZER CAPLAN MCMAHON VITEK						
Address Line 4:	SAN DIEGO, CALIFORNIA 92101						
NAME OF SUBMITTER:		ANDREW D.	ANDREW D. BROOKS				
Signature:		/Andrew D. B	/Andrew D. Brooks/				
Date:		11/08/2013	11/08/2013 TRADEMARK				
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("<u>Agreement</u>") is made as of November 2, 2013 by RIDGE DIAGNOSTICS, INC., a Delaware corporation ("<u>Pledgor</u>"), in favor of VINDRAUGA CORPORATION, a California corporation ("<u>Lender</u>"), with reference to the facts set forth below:

A. Pledgor has obtained a loan ("Loan") from VINDRAUGA CORPORATION, a California corporation ("Lender"), and in connection therewith has executed and delivered a Promissory Note dated of even date herewith (the "Note") in favor of Lender. Except as otherwise provided in this Agreement, terms with initial capital letters herein shall have the same meanings as set forth in the Note and that certain Loan Agreement, dated of even date herewith (the "Loan Agreement").

B. As a condition to making the Loan, Lender requires that Pledgor grant a security interest in and to certain property to Lender for purposes of securing all of the obligations to be performed by Pledgor pursuant to the Loan Agreement. Pledgor hereby acknowledges and agrees that it will derive personal benefit by Lender making the loan to Pledgor pursuant to the Loan Documents (defined below).

C. To induce Lender to make the Loan, Pledgor is willing to grant a security interest in and to such property to Lender on the provisions and conditions hereinafter set forth.

NOW, THEREFORE to induce Lender to make the Loan and in consideration for the making of the Loan, Pledgor agrees as set forth below:

1. Definitions: Interpretation.

(a) <u>Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

"Business" shall mean the current business operations of Pledgor and all future business operations of Pledgor.

"Collateral" has the meaning set forth in Section 2.

"Copyright Collateral" has the meaning set forth in Section 2.

"Copyrights" has the meaning set forth in Section 2.

"Event of Default" has the meaning ascribed thereto in Section 7.

"Existing Interest Holders" means any of the Persons holding the Existing

Interests.

"<u>Existing Interests</u>" means any interests in the Collateral or portions thereof existing on the date hereof in favor of any of the Persons as listed on <u>Schedule</u> "B" pursuant to the agreements referred to therein.

"Lender" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Loan Agreement" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement and shall include all modifications, amendments, renewals, replacements and extensions thereof.

"Loan Documents" shall mean the Loan Agreement and all other documents executed by Pledgor or any other party in connection with evidencing or securing the Loan.

"<u>Material Adverse Effect</u>" means a circumstance or event or any set of circumstances or events which has or could reasonably be expected to have any material adverse effect upon: (a) the condition, operations, assets, business or prospects of Pledgor; (b) Pledgor's ability to pay and perform the Obligations; (c) the value or priority of Lender's security interest in any Collateral; and/or (d) the practical realization of the benefits of Lender's rights and remedies under this Agreement and the other Loan Documents.

"Obligations" shall have the meaning ascribed to such term in Section 3 of

this Agreement.

"Patent Collateral" has the meaning set forth in Section 2.

"Patents" has the meaning set forth in Section 2.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or any other entity.

"Pledgor Documents" means this Agreement together with any collateral assignments of licenses made by Pledgor in favor of Lender, any security agreements for licenses made by Pledgor in favor of Lender, and all other similar documents relating to licenses executed by Pledgor in connection with the Loan Documents.

"<u>Pledgor</u>" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"<u>Proceeds</u>" means whatever is receivable or received from or upon the sale, lease, license, sublicense, franchise, subfranchise, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral, including "proceeds" as defined at UCC Section 9-102 (whether in the form of goods, money, instruments, chattel paper,

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documents, accounts, deposit accounts, investment property, insurance, general intangibles, rights to proceeds of written letters of credit or otherwise), all insurance proceeds and all proceeds of proceeds. Proceeds shall also include: (i) any and all accounts, chattel paper, instruments, license fees, franchise fees, management fees, distributorship fees, royalties, required or permissible product purchase payments, general intangibles, cash and other proceeds, payable to or for the account of Pledgor, from time to time in respect of any of the Collateral and/or Pledgor's Business; (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Pledgor from time to time with respect to any of the Collateral; (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Person acting under color of governmental authority; and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any

successor thereto.

"Trade Secret Collateral" has the meaning set forth in Section 2.

"Trade Secrets" has the meaning set forth in Section 2.

"Trademark Collateral" has the meaning set forth in Section 2,

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires: (i) any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (v) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto; (vi) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or

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TRADEBANK REEL: 008850 FRAME: 0865 replacing the statute or regulation referred to; and (vii) any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

2. <u>Security Interest</u>. To secure the Obligations (as defined in Section 3 below), Pledgor does hereby irrevocably pledge, assign and grant to Lender a security interest in all of Pledgor's worldwide right, title and interest in and to all of the following property, now adopted, used, registered, unregistered, owned or hereafter acquired or created (collectively, the "<u>Collateral</u>"):

Trademark Collateral. (a)(i) All common law, state, federal and internationally registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the Business or otherwise, together with and including all licenses therefor held by Pledgor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in Pledgor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) not otherwise described herein and all of the goodwill of Pledgor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

(b) <u>Trade Secret Collateral</u>. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Pledgor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "<u>Trade Secrets</u>"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or

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hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").

Copyright Collateral. (i) All published and unpublished works of (c) authorship that Pledgor owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Pledgor or by its employees, independent contractors, third parties or acquired by Pledgor, all of Pledgor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Pledgor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

Patent Collateral. (i) All patents and patent applications (including, (d) without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Pledgor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, continuations. continuations-in-part, renewals, divisions. extensions. re-examinations. supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced to practice or developed alone or jointly with others), and together with and including all patent licenses held by Pledgor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified

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or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Pledgor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

3. <u>Obligations Secured</u>. This Agreement and the security interest granted by this Agreement secure (in such order of priority as Lender may determine, in its sole discretion) the payment, performance, observance and satisfaction by Pledgor of all of its obligations under all of the following and all modifications, amendments, renewals, replacements and extensions of each of them (collectively, the "<u>Obligations</u>"): (a) the Loan Documents; (b) all obligations of Pledgor under the Pledgor Documents; (c) all other indebtedness and obligations of Pledgor to Lender whether currently existing or hereafter arising; (d) all amounts that Lender may advance or spend for the maintenance or preservation of the Collateral, and any other expenditures that Lender may make pursuant to the provisions of this Agreement or for the benefit of Pledgor; and (e) any of the foregoing that arises after the filing of a petition by or against Pledgor pursuant to the United States Bankruptcy Code, even if the Obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.

4. Further Assurances: Appointment of Lender As Attorney-In-Fact, Pledgor, at its expense, shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender may reasonably request from time to time, in order to evidence, protect, maintain, perfect or continue the security interest of Lender in the Collateral, to effectuate or enforce the rights granted to Lender hereunder, or to otherwise carry out the purposes and intent of this Agreement. Without limiting the foregoing, Pledgor authorizes Lender to file financing statements and such other instruments as may be necessary or desirable to perfect security interests created hereby in all states, counties and other jurisdictions as Lender may elect, without Pledgor's signature if permitted by law, describing the Collateral. Pledgor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact with full power of substitution in the place and stead of Pledgor and in the name of Pledgor, Lender or otherwise, from time to time in Lender's discretion to do the following: (a) to sign or endorse the name of Pledgor on all or any of such documents or instruments and perform all other acts that Lender reasonably deems necessary or advisable in order to perfect or continue perfection, maintain the priority or enforceability of or provide notice of Lender's security interest in the Collateral; (b) to execute any and all other applications, documents and instruments and to perform any and all acts and things for and on behalf of Pledgor, which Lender may reasonably deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (i) to defend, settle, adjust or institute any action, suit or proceeding with

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respect to the Collateral, (ii) to assert or retain any rights under any license, distribution or franchise agreement for or with respect to any of the Collateral and (iii) to execute any and all applications, documents, papers and instruments for Lender to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; and (c) to take any other actions with respect to the Collateral, consistent with the terms of this Agreement, as Lender deems reasonably necessary or in the best interest of Lender. The power of attorney set forth in this Section 4 is coupled with an interest and is irrevocable so long as this Agreement shall be in effect. Pledgor hereby ratifies all that Lender shall lawfully do or cause to be done by virtue hereof.

5. <u>Covenants</u>. Pledgor covenants and agrees that, to the best of its ability, as long as this Agreement shall be in effect:

Pledgor shall use commercially reasonable efforts to (i) actively police (a) and defend the Collateral, file and prosecute lawsuits, interference, opposition and cancellation proceedings, and take such other actions as necessary to protect the strength of and rights in the Collateral, (ii) protect, defend and maintain the validity and enforceability of the Collateral, (iii) ascertain or discover any infringements or violations of the Collateral and promptly advise Lender in writing of any infringements or violations detected, and (iv) not allow any Collateral to be abandoned, forfeited or dedicated to the public without the consent of Lender which shall not be unreasonably withheld; provided, however, Pledgor may abandon and/or forfeit any application, filing and/or registration in any foreign (non-United States) jurisdiction but only after Pledgor has reasonably determined that such abandonment and/or forfeiture will not result in a Material Adverse Effect. Lender shall have the right, but not the obligation, to take, at Pledgor's sole expense, in its own name or in Pledgor's name or in the names of the parties jointly any actions that Pledgor is required to take under this section or other provisions of this Agreement, but which Pledgor fails to take. Pledgor shall prosecute any infringement or violation of the Collateral to protect the Collateral as required by this Agreement, giving due consideration to value, importance, cost and opinion of counsel as to such action. If Pledgor decides not to prosecute an infringement or violation of the Collateral, Pledgor shall promptly notify Lender in writing explaining the facts and reasons why Pledgor has decided not to pursue such infringement or violation. If Lender reasonably determines that such infringement or violation must be prosecuted in order to protect Lender's interest in the Collateral, Lender shall so notify Pledgor in writing and Pledgor shall thereafter promptly prosecute such infringement or violation at Pledgor's expense;

(b) Pledgor shall promptly, upon its becoming aware thereof, notify Lender in writing of the existence or receipt of (i) any claim, dispute, lawsuit, arbitration, opposition, cancellation or interference proceeding, or other proceeding that in any way involves or relates to any of the Collateral, (ii) any adverse determination in or with respect to any of the pending or future applications for registration or registrations of any of the Collateral, and/or (iii) any adverse determination in or with respect to any lawsuits or other proceedings regarding the Collateral or regarding Pledgor's claim of ownership in or right to use any of the Collateral; Pledgor shall promptly provide to Lender any information with respect thereto required from time to time by Lender;

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(c) Pledgor shall renew, preserve and maintain all Patents, Trademarks, Copyrights, Trade Secrets and other Collateral in a reasonable and timely manner, including without limitation filing all required affidavits and other documents and paying all necessary maintenance and other fees; provided, however, Pledgor may forego renewal, preservation and/or maintenance of any of the foregoing in any foreign (non-United States) jurisdiction but only after Pledgor has reasonably determined that such abandonment and/or forfeiture will not result in a Material Adverse Effect.

(d) Pledgor shall not sell, pledge, encumber, lien, hypothecate, assign, license, franchise, distribute or otherwise dispose of any rights in any of the Patents, Trademarks, Copyrights, Trade Secrets or other Collateral to any third party, in the U.S. or internationally, without the express, written consent of Lender, which consent shall not be unreasonably withheld by Lender;

(e) Lender shall have no obligation or responsibility to preserve, protect or defend the Collateral and Pledgor shall at its own expense protect, defend and maintain the same as required by this Agreement or specifically by Lender from time to time in its sole discretion;

(f) Pledgor shall use commercially reasonable efforts to prosecute diligently any Patent, Copyright, Trademark or other intellectual property application pending as of the date hereof or hereafter. Pledgor shall notify Lender in writing of any such applications filed and/or registrations received for any of the Patents, Trademarks, Copyrights or other Collateral, and the parties shall amend this Agreement, any assignments, UCC-1 Financing Statements, Memorandum of Security Agreement or other document to reflect such applications and registrations. Pledgor shall diligently file and prosecute applications for registration for all major variations and improvements to the Trademarks, Copyrights and Patents, including derivative and collective marks and works upon their adoption and use;

(g) Pledgor shall employ notices and proprietary markings in compliance with applicable legal requirements or as permitted to maximize the protection and enforcement of the Collateral;

(h) If Pledgor fails to comply with any of its covenants or agreements herein, Lender may do so in Pledgor's name or in Lender's name, at Pledgor's expense, and Pledgor shall reimburse Lender for all expenses, including reasonable attorney's fees and costs, incurred by Lender in protecting, defending and maintaining the Collateral;

(i) Pledgor shall not enter into any agreement (for example, a license agreement, distribution agreement, joint development agreement, franchise agreement or work for hire agreement) that would allow actual or potential Collateral to become all or partly owned by any other Person, or that is inconsistent with Pledgor's obligations under this Agreement, without Lender's prior written consent;

(j) Pledgor shall not take any action, or permit any action to be taken by others subject to its control, including licensees, joint venture partners, franchisees, vendors, or joint developers, or fail to take any action, if doing so or not doing so would impair the title to, or validity or enforceability of the Collateral and/or of Lender's interest in the Collateral;

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(k) Pledgor shall permit Lender, at any reasonable time, upon reasonable frequency, and upon reasonable prior written notice, to inspect Pledgor's premises and to examine Pledgor's books, records, operations, and use and protection of the Patents, Trademarks, Copyrights, Trade Secrets and other Collateral, and permit Lender to make and retain copies of any of the Collateral and of such books and records in order to protect its interest in the Collateral;

(1) Pledgor shall, promptly after executing this Agreement, to the extent not previously provided to Lender, provide to Lender a copy of the written agreements between Pledgor and the Existing Interest Holders;

(m) Pledgor shall pay when due all taxes and assessments against the Collateral and all claims and demands arising from Pledgor's ownership or use of the Collateral, and will not cause or permit any Lien to be imposed on or to exist against the Collateral;

(n) Pledgor shall make no change to its organization status or existence, state of incorporation, corporate identification number, or name, nor merge into or consolidate with any other Person, in each case without providing Lender at least thirty (30) days' prior written notice; and

(o) Pledgor shall, with respect to Collateral consisting of rights in or under agreements, contracts, accounts, instruments, leases, permits, licenses, franchises, and the like, now existing or hereafter acquired or entered into, including any license agreements made by Pledgor (collectively, "<u>Third Party Agreements</u>") do the following:

(i) except with respect to Third Party Agreements of inconsequential value, the breach or loss of which could have no material adverse effect on Pledgor, the Business or any of the remaining Collateral, Pledgor will, at its sole cost and expense (a) perform and satisfy every obligation and condition of the Third Party Agreements to be performed or satisfied by Pledgor; (b) give prompt notice to Lender of any notice of default given or received by Pledgor under any Third Party Agreements, together with a copy of any such notice of default; (c) enforce, short of termination, the performance and satisfaction of every obligation and condition of the Third Party Agreements to be performed or satisfied by the other parties to the Third Party Agreements; and (d) appear in and defend any action arising from or relating to the Third Party Agreements or the obligations of any party under any Third Party Agreement;

(ii) except with respect to Third Party Agreements of inconsequential value, the breach or loss of which could have no material adverse effect on Pledgor, the Business or any of the remaining Collateral, Pledgor will not, without Lender's prior written consent, take any action to (a) terminate or amend any Third Party Agreements; (b) waive or release the parties to any Third Party Agreements from any obligation or condition to be performed or satisfied by such parties; (c) assign, transfer, pledge or otherwise encumber any of its rights in any Third Party Agreements, absolutely or for security; or (d) revoke or countermand, or attempt or purport to revoke or countermand, the irrevocable authorizations and instructions set forth in Subsection (iii) below. Any such purported action by Pledgor without Lender's prior written consent will be void and will constitute a default under this Agreement;

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(iii) Pledgor hereby irrevocably authorizes and instructs every present and future party under every Third Party Agreement, upon demand by Lender, to pay and perform all of such party's obligations directly and only to Lender, to recognize and accept Lender as the holder of all of Pledgor's rights and benefits under the Third Party Agreement for all purposes, and to accept any payment or performance by Lender of Pledgor's obligations under the Third Party Agreement that Lender may elect to tender. No such party shall have any duty to investigate the validity or accuracy of any such demand by Lender. Each such party shall be relieved of any liability to Pledgor for payment or performance under a Third Party Agreement to the extent that such party has paid or performed to Lender, pursuant to demand of Lender, even if it is later determined that Lender's demand for payment or performance was invalid. Lender shall have the right at any time to enforce Pledgor's rights against every present and future party under every Third Party Agreement (including without limitation the account debtors and obligors); and

(iv) Lender is not obligated to perform any obligations of Pledgor under any Third Party Agreement unless Lender so elects, and Pledgor shall remain liable under every Third Party Agreement to the same extent as if this Agreement had not been executed. The exercise by Lender of any rights and remedies under this Agreement shall not release Pledgor from any of its duties or obligations under any Third Party Agreement.

6. <u>Representations and Warranties</u>. Pledgor represents, warrants and covenants, to the best of its knowledge, that now and in the future during the pendency of this Agreement and until the Obligations are satisfied in full as follows:

(a) <u>Schedule "A"</u> sets forth a true, correct and complete list of all of the existing Trademarks, Copyrights and Patents that are registered or for which any application for registration has been filed with the PTO or any corresponding or similar office of any other jurisdiction and that are owned and used by Pledgor, in whole or in part;

(b) <u>Schedule "B"</u> which sets forth the Existing Interests and Existing Interest Holders, sets forth a true, correct and complete list of all Existing Interest Holders to whom Pledgor has pledged, licensed, franchised or distributed any of the Collateral and all of the agreements giving rise to the Existing Interests;

(c) The Collateral and all portions thereof is subsisting, has not been adjudged invalid or unenforceable in whole or in part, is not currently being challenged in any way, and there are no pending or threatened claims, litigation, proceedings or other investigations regarding any of the Collateral. Except as otherwise disclosed to Lender in writing prior to the date of this Agreement, none of the Collateral has lapsed or expired or been abandoned or allowed to fall into the public domain;

(d) All maintenance, renewal and other fees required to be paid on account of any Collateral have been timely paid for maintaining such Collateral in force, and all affidavits of use required to be filed with respect to any Trademarks have been timely filed to maintain such Trademarks in force;

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TRADENANK REEL: 065850 FRAME: 0892 (c) Pledgor owns the entire worldwide right, title and interest in and to the Collateral and each portion thereof free and clear of any Liens and rights of others, except for the Liens and rights granted by Pledgor pursuant to this Agreement and the Existing Interests of the Existing Interest Holders (provided Lender's security interest in the Collateral is senior in priority to the Existing Interests); and each such license, franchise or distribution agreement giving rise to the Existing Interests is in full force and effect, and other than parties to such license, franchise or distribution agreements, to Pledgor's knowledge, no other Person has any rights to or in any of the Collateral;

(f) Pledgor has the unqualified right, power and authority to pledge and grant to Lender a first priority security interest in all of the Collateral, and execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained; this Agreement has been fully authorized, executed and delivered, and constitutes a legal, valid and binding agreement of Pledgor enforceable in accordance with its terms; and the execution, delivery and performance by Pledgor of this Agreement do not violate any provision of law or the articles of incorporation or bylaws of Pledgor or result in a breach of or constitute a default under any contract, obligation, indenture or other instrument to which Pledgor is a party or by which Pledgor may be bound;

 (g) Pledgor has continually used in commerce all Trademarks once use of such has commenced;

(h) Pledgor has in place a commercially reasonable system to protect its Trade Secrets. Pledgor has taken and will continue to take all commercially reasonable steps to protect the confidentiality of all Trade Secrets;

(i) Neither Pledgor nor any of the Existing Interest Holders are in breach or default of any of the Third Party Agreements and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit the termination or modification of any of the Third Party Agreements;

(j) Pledgor has not transferred, pledged or otherwise encumbered any of its rights or interests in or under any of the Third Party Agreements;

(k) Pledgor, the Collateral, and products sold or services rendered by Pledgor, and/or any processes used by Pledgor in its Business do not infringe or violate any third party's intellectual property rights, and no claim has been made that the use of any of the Collateral or any products or services incorporating any of the Collateral constitutes an infringement or violation of any third party's intellectual property rights. Pledgor has not engaged in any conduct that would constitute unfair competition, unfair trade practices, defamation or otherwise would conflict with another Person's intellectual property rights or other rights. To Pledgor's knowledge, no third parties are infringing upon or violating any of the rights in any of the Collateral;

(1) <u>Schedule "A"</u> sets forth a true, accurate and complete list of all material technologies and proprietary rights of Pledgor that are necessary to operate Pledgor's Business;

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(m) Pledgor has not agreed with any other Person not to sue or otherwise enforce any legal or equitable rights regarding the Collateral; and

(n) Pledgor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Pledgor all rights in and to any Collateral in which Pledgor has or may subsequently acquire any right or interest.

72 Event of Default. It shall be an "Event of Default" hereunder if Pledgor shall fail to perform or comply with any of the provisions of this Agreement, or if any representation or warranty made herein shall be false or misleading in any material respect, or if an "Event of Default" shall exist under and as defined in any one or more of the Loan Documents. Pledgor expressly acknowledges and agrees that this Section 7 is intended to and does hereby crossdefault this Agreement with the Pledgor's obligations under the Loan Documents, such that the occurrence of any Event of Default under any one or more of the Loan Documents shall constitute an immediate Event of Default hereunder. Lender shall provide Pledgor a written notice of an Event of Default. Notwithstanding anything to the contrary in this paragraph, it shall not be an "Event of Default" if Pledgor shall rectify the default to the satisfaction of Lender within five (5) business days after receipt of such notice for an Event of Default that involves a monetary Event of Default and within ten (10) business days after receipt of such notice for any other (non-monetary) Event of Default; provided, however, the foregoing shall not be construed to create an additional cure period for an Event of Default in addition to the cure rights set forth in the other Loan Documents.

8. Remedies. From and after the occurrence of an Event of Default, for so long as such Event of Default remains uncured, Lender shall have all rights and remedies available to it under this Agreement, under the Loan Documents and under applicable law (which rights and remedies are cumulative). Pledgor agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of the Collateral after default, pursuant to the UCC. Pledgor agrees that, in addition to its other rights, Lender shall at all times have such worldwide, royalty-free, exclusive, transferable, licenses (including the right to sublicense) for any Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies hereunder, including upon or after the occurrence of an Event of Default with respect to any assets of Pledgor in which Lender has a security interest, including Lender's rights to sell inventory, tooling, equipment or packaging which is owned or acquired by Pledgor (or its successor, assignce or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right, but not the obligation, to bring suit or to take such other action as Lender deems necessary or advisable, in the name of Pledgor or Lender, to enforce its rights under this Agreement or to enforce or protect any of the Collateral, in which event Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. Pledgor acknowledges and agrees that Lender may execute and acknowledge any and all such documents pursuant to the power of attorney granted to Lender hereunder but shall have no fiduciary duties to Pledgor thereunder to the maximum extent permitted by applicable law.

9. <u>Indemnity</u>. Pledgor shall indemnify, defend and hold Lender and its officers, directors, employees, agents, and affiliates (collectively, the "<u>Indemnitees</u>" and individually an "<u>Indemnitee</u>") harmless from and against any and all other liabilities, obligations, losses,

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damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees are designated parties thereto) that may be imposed on, incurred by, or asserted against the Indemnitees, in any manner relating to or arising out of the Agreement or out of any undertaking or proceeding related to any of the transactions contemplated hereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs, and the fees and expenses of counsel (collectively, the "Indemnified Liabilities"); provided, however, that Pledgor shall have no obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the negligence or willful misconduct of that Indemnitee.

10. Miscellaneous.

(a) <u>Termination</u>. The security interest in the Collateral granted hereunder shall remain in full force and effect until the Obligations are satisfied in full and the Loan Documents and any commitment to extend any financial accommodation thereunder have been terminated. At such time, Lender shall, within five (5) business days, execute and deliver to Pledgor, or to a third party upon Pledgor's instructions, for filing with the appropriate government entity in the U.S. or elsewhere and in each office in which any financing statement pertaining to the security interest granted hereby may have been filed: (i) documentation in accordance with the rules and regulations of such office, (ii) termination statements under the UCC, and (iii) any other documentation reasonably requested by Pledgor, all as may be necessary to release Lender's interest in the Collateral.

(b) <u>Governing Law: Venue: Jury Waiver</u>. If there is a lawsuit or other proceeding, Pledgor agrees upon Lender's request to submit to the jurisdiction of the courts of San Diego County, California. To the extent permitted under applicable laws, Lender and Pledgor hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by Lender or Pledgor against the other, and each waive any right to object to or contest the venue or jurisdiction selected by Lender. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of California.

(c) <u>Entire Agreement</u>. This Agreement and that certain Security Agreement (Blanket) dated as of the date hereof, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(d) <u>Notice</u>. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be given personally, sent by facsimile transmission, electronic mail, prepaid air courier or certified, registered or express mail, postage prepaid. Any such notice shall be deemed to have been given or made for all purposes: (a) in any event, upon actual receipt by the recipient; (b) upon confirmation receipt (or oral confirmation) that the communication was successfully sent to the recipient if sent by facsimile or other electronic communication; (c) one day after being sent, when sent by

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professional overnight courier service; or (d) three (3) business days after posting when sent by registered or certified mail. All notices, communications and/or payments should be addressed to the party for whom intended, as follows:

To Lender: VINDRAUGA CORPORATION 1565 Hotel Circle South, Suite 310 San Diego, California 92108 Attn: James R. Wade Facsimile: (619) 220-8112

To Pledgor: RIDGE DIAGNOSTICS, INC. 4225 Executive Square, Suite 600 La Jolla, California 92037 Attn: Lonna J. Williams Facsimile: (___)___-

(e) <u>Costs and Expenses</u>. Pledgor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the preparation, execution, enforcement, modification and collection of this Agreement. Lender may hire or pay someone else to help collect the Obligations and to enforce this Agreement, and Pledgor shall pay the costs and expenses of such collection and enforcement. Costs and expenses include Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Pledgor also shall pay all court costs and such additional fees as may be directed by the court.

(f) <u>Severability</u>. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

(g) <u>Successors and Assigns</u>. All covenants and agreements contained by or on behalf of Pledgor shall bind Pledgor's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Pledgor shall not, however, have the right to assign Pledgor's rights under this Agreement or any interest therein, without the prior written consent of Lender.

(h) <u>Survival</u>. Pledgor understands and agrees that in making the Loan and other financial accommodations set forth in the Loan Documents, Lender is relying on all representations, warrantics, and covenants made by Pledgor in this Agreement or in any certificate or other instrument delivered by Pledgor to Lender under this Agreement. Pledgor further agrees that regardless of any investigation made by Lender, all such representations,

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warranties and covenants will survive the making of the Loan and other financial accommodations set forth in the Loan Documents, shall be continuing in nature, and shall remain in full force and effect until such time as all Obligations shall be paid and satisfied in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Agreement,

(i) <u>Time is of the Essence</u>. Time is of the essence in the performance of this

(j) Waiver. Lender shall not be deemed to have waived any right under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender nor any course of dealing between Lender and Pledgor shall constitute a waiver of any of Lender's rights or Pledgor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

(k) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto and separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

* * * * *

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TRIADELANRK REEL: 068850 FRAME: 0893 IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

PLEDGOR:

RIDGE DIAGNOSTICS, INC., a Delaware corporation

Vara). Williams By: Name: WITAM Its:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of San Diedo	versaugust a se
2	A Darantan Mithia Diblic
	1. Parenteau, Notary Public,
personally appeared LONNA J	EAN WILLIAMS
	Name(G) # Signal(s)
Commission & 2000023 Noticy Public - California Site Diepo County My Commission & 20, 2017	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ers subscribed to the within instrument and acknowledged to me that ke/she/key executed the same in his/her/their authorized capacity(kes), and that by his/her/their signature(c) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
an na na na mananananan kata kata kata kata kata kata	I certily under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal
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Place Nedery Seal Above	Signature: <u>Signature</u> Signature of Notary Public
E Contra de	IONAL
Though the information below is not required by t and could prevent fraudulent removal i	aw, it may prove valuable to persone relying on the document and realtachment of this form to another document.
Description of Attached Document	. n Ridge
Tille or Type of Document: JP Jecu	wity Agreement Av Diagnostics,1
Document Date:	Number of Pages:
Signer(s) Other Than Named Above	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Lonna lean William	Signer's Name:
\mathcal{C} Corporate Officer — Title(s) \mathcal{C} \mathcal{E} \mathcal{D}	Conxinate Officer - Title(s)
Individual	1. In the second second
	S T DEDMEROS
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C Partner —⊡ Limited ⊡ General © Attorney in Fact © Trustee	El Partner — El Limited El General El Attorney in Fact El Trústee
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Partner — Limited — General Attorney In Fact Trustee Guardian or Conservator Other: Signer to Representing: D1 d but d a _ communication	Signer's Name: Corporate Officer — Title(s) Corporate Corporate Officer — Title(s) Corporate Officer —

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### SCHEDULE "B"

### List of Existing Interest Holders, Existing Interests and Third Party Agreements

TRAATHAANRK

# Exhibit 3

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (619) 685-3177 Fax: (619) 702-6857 B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

> Seitzer Caplan McMahon Vitek 750 B Street, Suite 2100 San Diego, California 92101

#### DELAWARE DEPARTMENT OF STATE U.C.C. FILING SECTION FILED 05:18 PM 11/08/2013 INITIAL FILING # 2013 4419884

#### SRV: 131289411

Attn: Joseph P. Martinez, Esq. Facsimile: (619) 702-6857 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names 18. ORGANIZATION'S NAME RIDGE DIAGNOSTICS, INC., a Delaware corporation ÓR MIDDLE NAME SUFFIX 15. INDIVIOUAL'S LAST NAME FIRST NAME STATE POSTAL CODE COUNTRY 1c. MAILING ADDRESS CITY 4225 Executive Square, Suite 600 CA 92037 La Jolla ADD'L INFO RE ORGANIZATION DEBTOR 11. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, If any Delaware NONE 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names 28. ORGANIZATION'S NAME OR SUFFIX 26. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME COUNTRY STATE POSTAL CODE 2c. MAILING ADDRESS CITY ADD'LINFO RE 22. TYPE OF ORGANIZATION ORGANIZATION DEBTOR 21. JURISDICTION OF ORGANIZATION 29. ORGANIZATIONAL ID#, if any NONE 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b) 38. ORGANIZATION'S NAME

VINDRAUGA CORPORATION, a California corporation

36. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	MIDDLE NAME					
3c. MAILING ADDRESS	СПҮ	STATE POSTA	LCODE	COUNTRY				
1565 Hotel Circle South, Suite 310	San Diego	CA	92108	USA				
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4. This FINANCING STATEMENT covers the following collateral:

See Attachment "A"

	G
This FINANCING STATEMENT is to be filed (for record) (or recorded) in 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)     All Debtors     Debtor 1     Debtor	2
8. OPTIONAL FILER REFERENCE DATA	

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FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) - CALIFORNIA (REV. 01/01/08)

#### Secured Party: VINDRAUGA CORPORATION, a California corporation

#### ATTACHMENT "A" TO UCC FINANCING STATEMENT

This Financing Statement encumbers Debtor's current and future, right, title and interest in and to:

Trademark Collateral. (i) All common law, state, federal and internationally registered (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the business of Debtor ("Business") or otherwise, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in Debtor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any "Existing Interests" as defined in that certain Intellectual Property Security Agreement dated November 7, 2013 between Debtor and Secured Party) not otherwise described herein and all of the goodwill of Debtor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds (as defined in the Intellectual Property Security Agreement) and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

(b) Trade Secret Collateral. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Debtor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "Trade Secrets"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other

### Secured Party: VINDRAUGA CORPORATION, a California corporation

similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").

Copyright Collateral. (i) All published and unpublished works of authorship that Debtor (c) owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Debtor or by its employees, independent contractors, third parties or acquired by Debtor, all of Debtor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Debtor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

(d) Patent Collateral. (i) All patents and patent applications (including, without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Debtor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, divisions, continuations, continuations-in-part, renewals, extensions, re-examinations, supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced

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#### Secured Party: VINDRAUGA CORPORATION, a California corporation

to practice or developed alone or jointly with others), and together with and including all patent licenses held by Debtor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

Secured Party: VINDRAUGA CORPORATION, a California corporation

#### SCHEDULE A TO ATTACHMENT "A" TO UCC FINANCING STATEMENT

Without limiting the generality of the foregoing, this Financing Statement encumbers Debtor's current and future, right, title and interest in and to the following trademarks and patents to the fullest extent permitted under applicable law:

[See Attached Page(s)]

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lidge Diagnostics,	Inc					· · · · · · · · · · · · · · · · · · ·		
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&R Ref.	Country	Serial No.	Fillng Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Status
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0436-0004US1	US	12/305.950	19-Dec-2008	2010-0144052	10-Dec-2010			Pending
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20436-0009CN1	China	200980115931.3	4-Mar-2009	CN10203755A	27-Apr-2011	-		Pending
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436-0014001		13/892,714	13-May-2013				· ·	Pending
436-0014002	US	PCT/US2009/064967	18-Nov-2009	WO 2010/059709	27-May-2010	-	-	Expired (national
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# Exhibit 4

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## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS			DELA	VARE DEPARTMENT	OF STATE
A. NAME & PHONE OF CONTACT AT FILER (optional)			U.	C.C. FILING SE	CTION
Joseph P. Martinez, Esq., (619) 685-3177; Fax: (619) 7	702-6857			ZD 02:21 PM 04/ AL FILING # 201	
B. E-MAIL CONTACT AT FILER (optional)			AMEND	MENT # 201	5 1744746
martinez@scmv.com	· · · · ·			SRV: 1505560	09
C. SEND ACKNOWLEDGMENT TO: (Name and Address)					
Seltzer Caplan McMahon Vitek					
750 B Street, Suite 2100	•				
San Diego, California 92101					
Attn: Joseph P. Martinez, Esq.	1				
				FILING OFFICE USE ON	ШY
1a. INITIAL FINANCING STATEMENT FILE NUMBER				DMENT is to be filed (for re-	
20134419884		(or recorded) in the REAL	ESTATE RI	ECORDS (UCC3Ad) and provide Deblor's	
2. TERMINATION: Effectiveness of the Financing Statement identified above	e je terminated v				
2. [] IERMINATION: Effectiveness of the Financing Statement dentified above					
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7t For partial assignment, complete items 7 and 9 and also indicate affected co	o, <u>and</u> address o	Assignee in item 7c and name of	Assignor i	n item 9	
			and Denter	the sector of the Castionation	Statement in
4. CONTINUATION: Effectiveness of the Financing Statement identified ab continued for the additional period provided by applicable law	ove with respect	to the security interest(s) of Secu	neo Party a	iscronzing ans conuncation	Jizlement ia
AND Check one	of these three b	oxes to: address: CompleteADD ram	e: Complete	a itemDELETE name: Gi	ve record name
This Change affects Debtor or Secured Party of record	a or 6b; <u>and</u> item		and item 7c	to be deleted in iter	n 6a or 6b
6. CURRENT RECORD INFORMATION: Complete for Party Information Chan	ge - provide only	one name (6a or 6b)			<u></u>
68. ORGANIZATION'S NAME		tom			
RIDGE DIAGNOSTICS, INC., a Delaware				AL NAME(S)/INITIAL(S)	SUFFIX
OR 60. INDIVIDUAL'S SURNAME	FIRST PERSO				
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Informat	tion Change - provide	only <u>one</u> name (7a or 7b) (use exact, full na	me; do not om	t, modny, or abovenate any part of the	le Deptor s name)
7a. ORGANIZATION'S NAME RIDGE DIAGNOSTICS, INC.					
OR TO INDIVIDUAL'S SURNAME			<u> </u>		
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				,,	SUFFIX
7¢ MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
4225 Executive Square, Suite 600	La Joila	l	CA	92037	USA
	D collateral	DELETE collateral	RESTATE O	overed collateral	SIGN collateral
Indicate collateral:					

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING If this is an Amendment authorized by a DEBTOR, check here and 9a. ORGANIZATION'S NAME VINDRAUGA CORPORATION 9b. INDIVIDUAL'S SURNAME	THIS AMENDMENT: Provide only <u>one</u> name ( provide name of authorizing Debtor	(9a or 9b) (name of Assignor, if this is an Assignment)
10. OPTIONAL FILER REFERENCE DATA: P:\15\15534\71088\Trans\UCC-3 IP Security Age	eement	ional Association of Commercial Administrators (IACA

Internationa FILING OFFICE COPY --- UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

# Exhibit 5

#### ASSIGNMENT OF DEBT

For good and valuable consideration, receipt of which is hereby acknowledged. VINDRAUGA CORPORATION ("Assignor") hereby assigns and transfers to VINDRAUGA HOLDINGS, LLC ("Assignee") without recourse, that certain "Second Amended and Restated Convertible Promissory Note" dated as of January 27, 2015 in the stated principal amount of \$2,570,000.00, executed by Ridge Diagnostics, Inc. as Borrower and payable to Vindrauga Corporation as Lender, and the debt represented thereby, all incidents of such debt, all documents executed in connection therewith, and all rights thereunder, including without implied limitation the following: (i) Loan Agreement dated as of November 7, 2013, as amended by the First Amendment to Loan Agreement dated as of April 28, 2014 and as further amended by the Second Amendment to Loan Agreement dated as of January 27, 2015; (ii) those documents referred to collectively in the Loan Agreement as the "Security Instrument" including the "Security Agreement (Blanket)" dated as of November 7, 2013, and the "Intellectual Property Security Agreement" of even date, and all other documents and instruments that create a security interest or assignment for the purposes of securing the debt, as any of the foregoing may be amended, restated, replaced, supplemented or otherwise modified from time to time.

DATE: April 4, 2016

"ASSIGNOR"

VINDRAUGA CORPORATION A California corporation

Jamés R. Wade President

The above assignment is accepted.

"ASSIGNEE"

VINDRAUGA HOLDINGS, LLC A California limited liability company By: DACA GP, LLC A California limited liability company Its Managing Member

By think for

Howard Justus, Managing Member

# Exhibit 6

UCC FINANCING STATEMENT AMENDMEN						
A. NAME & PHONE OF CONTACT AT FILER (optional)	000000000000000000000000000000000000000	000000				
Dean T. Kirby, Jr.			Del	aware Department	of Stat	le
B. E-MAIL CONTACT AT FILER (optional)				U.C.C. Filing Sec	tion	
dkirby@kirbymac.com C. SEND ACKNOWLEDGMENT TO: (Name and Address)				led: 05:36 PM 04/(		
	·	999999		Initial Filing No: 2 endment No: 2016		
KIRBY & McGUINN, A P.C. 707 Broadway, Suite 1750 San Diego, CA 92101				e Request No: 20		
		A	000000000000000000000000000000000000000	R FILING OFFICE		
1a. INITIAL FINANCING STATEMENT FILE NUMBER 20134419884	a ta anti-	b. This FINANCING STATEM (or recorded) in the REAL Filer, attach Amendment Add	ESTATE	RECORDS		
2. TERMINATION: Effectiveness of the Financing Statement identified above Statement	s is terminated w		000000000000000000000000000000000000000			300000000000000000000000000000000000000
3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7t For partial assignment, complete items 7 and 9 and also indicate affected or			f Assignor	'in tem 9		000000000000000000000000000000000000000
4. CONTINUATION: Effectiveness of the Financing Statement identified ab continued for the additional period provided by applicable law	ove with respect	to the security interest(s) of Secu	ared Party	authorizing this Cont	inuation	Statement is
5. Z PARTY INFORMATION CHANGE:			000000000000000000000000000000000000000		000000000000000000000000000000000000000	000000000000000000000000000000000000000
	of these three bo GE name and/or a	xes to: ddress: Complete ADD nam a or 7b <u>and</u> item 7c 75 7a or 7b.	e: Comple	ate item , OELETE r		ve record name
This Change affects Debtor or Secured Party of record Reference 6. CURRENT RECORD INFORMATION: Complete for Party Information Change		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	and item 7	c [] to be dele	led in iten	a 6a or 65
Ba. ORGANIZATION'S NAME	<b>1</b>				·····	
Vindrauga Corporation	e das das das das das das das					
OR 65. INDIVIDUAL'S SURNAME	FIRST PERSON	al name	ADOITIO	NAL NAME(5)/INITIAL	.(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Informatia	) on Change - provide o	nly <u>one</u> name (7a or 7b) (use exact, fu <del>l</del> na	l ne; da sot o	nit, modify, or abbreviate an	y part of the	e Debtor's name)
7a. ORGANIZATION'S NAME						
OR 75. INDIVIDUAL'S SURNAME						
CONTRACTORIANE						
INDIVIDUAL'S FIRST PERSONAL NAME		na ana ing minaning at ang mana ang ing minang ang ang ang ang ang ang ang ang ang	n na in mais parte a si pi na m		ile minerio in monana	ารวิที่สุราวัดกลังหน่างรู้มีคุณหากก
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)						SUFFIX
7c. MAILING ADDRESS	CITY		STATE	POSTAL CODE		COUNTRY
1565 Hotel Circle South, Suite 310	San Diego		CA	92108	10.000 A.	USA
8. COLLATERAL CHANGE: Also check one of these four boxes: ADD	collateral	OELETE collateral	ESTATE (	overed collateral	A\$	SIGN collateral
indicate collateral:						

	NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AN		ame of Assignor, if this is an Assignment	)	
	If this is an Amendment authorized by a DEBTOR, check here and provide r 9a. ORGANIZATION'S NAME	ame of authorizing Debtor			
	Vindrauga Corporation				
OF	96. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
100000					
10	OPTIONAL FILER REFERENCE DATA:				

# Exhibit 7

### NOTIFICATION OF INTENDED DISPOSITION OF COLLATERAL

To: Ridge Diagnostics, Inc., a Delaware corporation (Debtor)

From: Vindrauga Corporation (Secured Party) 1565 Hotel Circle South, Suite 310 San Diego, CA 92108 Attn: James Wade <u>jwade@daca4.com</u> (619) 220-8900 Ext. 114

We (the Secured Party) will sell the Collateral described below to the highest qualified bidder in public as follows:

Day and Date:	April 5, 2016
Time:	10:00 a.m.
Place:	Kirby & McGuinn 707 Broadway, Suite 1750 San Diego, CA 92101 Attn: Dean T. Kirby, Jr. <u>dkirby@kirbymac.com</u> (619) 525-1652

We reserve the right to purchase at the sale, and to continue or postpone the sale by announcement made at the above date, time and place. The opening credit bid will be \$3,000,000.00.

You (the Debtor) are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell. You may request an accounting by calling us at 619-220-8900 Ext. 114.

All Collateral will be sold, as a single lot, without representation or warranty, "as is" and "with all faults." and at its current locations. The Collateral includes all personal property identified in the following financing statements on file with the Delaware Secretary of State: (i) Filing No. 2013-4419959 filed 11/8/13, as amended by Filing No. 2015-1744720; and (ii) Filing No. 2013-4419884, as amended by Filing No. 2015-1744746.

The security interest of Secured Party has been subordinated to, and the Collateral will be sold subject to, a lien securing a loan described in that certain Intercreditor Agreement dated as of June 1, 2015 as the "Interim Funding Loan." The approximate balance secured by the senior lien is \$983,427.52 as of the date of this Notice.

The security interest of Secured Party is of equal priority to a lien securing a loan described in the Intercreditor Agreement as the "Bridge Loan." The security interest securing the Bridge Loan was perfected by the filing of a financing statement (Filing No. 2015 0740299 filed 2/22/15) with the Delaware Secretary of State. The auction sale will be contingent upon the release of this co-equal lien by the Bridge Lenders. All cash received in connection with the bidding will be held in trust by Kirby & McGuinn until the earliest of the following: (i) lien releases reasonably satisfactory to the successful bidder are held by Kirby & McGuinn for the successful bidder; or (ii) seven days after the conclusion of the auction.

The Collateral to be sold includes the following, without implied limitation of the description in the above-referenced financing statements:

All of the Debtor's personal fixture property, and interests therein, and interests in fixture property, of every kind and nature, whether owned at the creation of the security interest or thereafter acquired or arising, and wherever located, including the following properties, assets and rights of the Debtor: (i) Accounts; (ii) Chattel Paper; (ii) Commercial Tort Claims; (iv) Deposit Accounts; (v) Documents; (vi) Equipment; (vii) General Intangibles; (viii) Goods; (ix) Instruments; (x) Investment Property; (xi) Inventory; (xii) Letter of Credit Rights; (xiii) Supporting Obligations; (ix) Debtor's other personal property and rights of every kind and interests therein; (xiv) (p) all property delivered to Secured Party by Debtor or other of Debtor's property that shall otherwise be in Secured Party's possession or control in any manner or for any purpose.

All Trademark Collateral, Trade Secret Collateral, Copyright Collateral and Patent Collateral as described in the above-referenced financing statement Filing No. Filing No. 2013-4419884, as amended by Filing No. 2015-1744746, including without implied limitation U.S. Patent Nos. 8,158,374, 8,440,418 and 8,450,077.

And: (a) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; (b) all Proceeds, products, substitutes and replacements of such property; all additions, attachments and Accessions to any of the foregoing; and (c) all property which the Debtor may receive on account of and from any and all of the foregoing.

DATE: March 22, 2016

/s/ Dean T. Kirby, Jr. Attorney for Secured Party

# Exhibit 8

#### SECURED PARTY BILL OF SALE

#### April 5, 2016

As a disposition of collateral at public sale pursuant to the section 9610 of the California Commercial Code, the undersigned Seller / Secured Party does hereby grant, sell, assign, transfer and convey unto itself as Buyer, and to its successors and assigns, in consideration of a partial credit bid of the secured indebtedness in the amount of Three Million and 00/100 Dollars, (\$3,000,000.00) all right, title and interest of Ridge Diagnostics, Inc., a Delaware Corporation (the "Debtor") in the Collateral described in Exhibit A to this Bill of Sale, subject to all of the terms and conditions stated herein.

IN WITNESS WHEREOF Secured Party has executed this Bill of Sale as of the date first above written.

VINDRAUGA HOLDINGS, LLC A California limited liability company By: DACA GP, LLC A California limited liability company Its Managing Member

Howard Justus, Managing Member

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This Financing Statement encumbers Debtor's current and future, right, title and interest in and to:

All of Debtor's personal and fixture property, and interests therein, of every kind and nature, whether now owned or hereafter acquired or arising, and wherever located, including all of the following properties, assets and rights of Debtor:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (c) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Goods;
- (j) all Instruments;
- (k) all Investment Property;
- (l) all Inventory;
- (m) all Letter-of-Credit Rights;
- (n) all Supporting Obligations;

(o) all of Debtor's other personal property and rights of every kind and description and interests therein;

(p) all property delivered to Secured Party by Debtor or other of Debtor's property that shall otherwise be in Secured Party's possession or control in any manner or for any purpose;

## Exhibit A to Bill of Sale Page 1 of 8 REEL: 038831 FRAME: 0220
(q) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing; and

(r) all Proceeds, products, substitutes and replacements of such property; all additions, attachments and Accessions to any of the foregoing; and all property which Debtor may receive on account of and from any and all of the foregoing.

For avoidance of doubt it is expressly understood and agreed that the Collateral is intended to consist of all personal and fixture property of Debtor, and to the extent the UCC is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties agree that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision, it being the intention of the parties hereto that the description of Collateral set forth herein be construed to include the broadest possible range of property and assets and all tangible and intangible personal property and fixtures of Debtor of every kind and description.

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### Exhibit A to Bill of Sale Page 2 of 8 REEL: 038831 FRAME: 0221

This Financing Statement encumbers Debtor's current and future, right, title and interest in and to:

Trademark Collateral. (i) All common law, state, federal and internationally registered (a)trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the business of Debtor ("Business") or otherwise, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in Debtor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any "Existing Interests" as defined in that certain Intellectual Property Security Agreement dated November 7, 2013 between Debtor and Secured Party) not otherwise described herein and all of the goodwill of Debtor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds (as defined in the Intellectual Property Security Agreement) and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

(b) Trade Secret Collateral. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Debtor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "Trade Secrets"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other

Exhibit A to Bill of Sale Page 3 of 8 REEL: 038831 FRAME: 0222 similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").

Copyright Collateral. (i) All published and unpublished works of authorship that Debtor (c) owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Debtor or by its employees, independent contractors, third parties or acquired by Debtor, all of Debtor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Debtor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

(d) Patent Collateral. (i) All patents and patent applications (including, without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Debtor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, divisions, continuations, continuations-in-part, renewals, extensions, re-examinations, supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced

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Exhibit A to Bill of Sale Page 4 of 8 REEL: 038831 FRAME: 0223

> to practice or developed alone or jointly with others), and together with and including all patent licenses held by Debtor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

> > 3

## Exhibit A to Bill of Sale Page 5 of 8 REEL: 038831 FRAME: 0224

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Without limiting the generality of the foregoing, this Financing Statement encumbers Debtor's current and future, right, title and interest in and to the following trademarks and patents to the fullest extent permitted under applicable law:

[See Attached Page(s)]

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# Exhibit A to Bill of Sale Page 6 of 8 REEL: 038831 FRAME: 0225

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Exhibit A to Bill of Sale Page 8 of 8 REEL: 038831 FRAME: 0227 Amended and Restated Secured Party Bill of Sale para. 4 of Kirby Affidavit

> PATENT REEL: 038831 FRAME: 0228

### AMENDED AND RESTATED SECURED PARTY BILL OF SALE

As a disposition of collateral at public sale pursuant to the section 9610 of the California Commercial Code, the undersigned Seller / Secured Party does hereby grant, sell, assign, transfer and convey unto itself as Buyer, and to its successors and assigns, in consideration of a partial credit bid of the secured indebtedness in the amount of Three Million and 00/100 Dollars, (\$3,000,000.00) all right, title and interest of Ridge Diagnostics, Inc., a Delaware Corporation (the "Debtor") in the Collateral described in Exhibit A to this Bill of Sale, subject to all of the terms and conditions stated herein.

This Secured Party Bill of Sale has been amended and restated to substitute a replacement Exhibit A, which more specifically describes a portion of the Collateral coming within the general description contained in the original Secured Party Bill of Sale of even date herewith.

IN WITNESS WHEREOF Secured Party has executed this Bill of Sale as of the date first above written.

VINDRAUGA HOLDINGS, LLC A California limited liability company By: DACA GP, LLC A California limited liability company Its Managing Member

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Jamés Wade, Member

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This Financing Statement encumbers Debtor's current and future, right, title and interest in and to:

Trademark Collateral. (i) All common law, state, federal and internationally registered (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, product names, slogans, trade styles, trade dress, color marks and designs, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired in any way relating to the business of Debtor ("Business") or otherwise, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, and all extensions and renewals thereof, including, without limitation any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time), together with the goodwill of the Business symbolized by or associated with all of the foregoing (collectively, the "Trademarks"); (ii) all modifications, variations, derivative marks and names based upon the Trademarks used in Debtor's Business now or in the future, and the goodwill of the Business associated with such names and marks or other Trademarks; (iii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trademarks, including license fees and royalties under license and other agreements; (iv) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trademarks and all rights arising therefrom and pertaining thereto; (v) all rights corresponding to the Trademarks throughout the world; (vi) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or used, associated with or arising out of any of the Trademarks (including without limitation all license, distributorship and/or franchise agreements and rights under any "Existing Interests" as defined in that certain Intellectual Property Security Agreement dated November 7, 2013 between Debtor and Secured Party) not otherwise described herein and all of the goodwill of Debtor's Business symbolized by the Trademarks or associated therewith; (vii) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (viii) all Proceeds (as defined in the Intellectual Property Security Agreement) and products of any and all of the foregoing (all of the foregoing, collectively, the "Trademark Collateral").

(b) Trade Secret Collateral. (i) All trade secrets, confidential information, know-how and other intellectual property used in the Business of Debtor now or in the future and all renewals, modifications, derivatives and improvements relating thereto (collectively, the "Trade Secrets"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Trade Secrets, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Trade Secrets and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Trade Secrets throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other

Exhibit A to Bill of Bate Page 1 of 6

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similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of the Trade Secrets (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Trade Secret Collateral").

(c) Copyright Collateral. (i) All published and unpublished works of authorship that Debtor owns or uses in its Business or will in the future adopt and so use (including all advertising and promotional materials, franchise agreements and franchise operation manuals) all original and derivative works of authorship and works protectable by copyright that are presently or in the future may be, owned, created, authored, acquired or used (pursuant to a license or otherwise) by Debtor or by its employees, independent contractors, third parties or acquired by Debtor, all of Debtor's proprietary object code, source code, source data files and documentation in any way related to the Business and any modifications and derivative works related thereto, all copyright registrations and applications for copyright registration that previously have been or may hereafter be issued thereon or applied for in the U.S. or anywhere in the world, all registrations resulting from such copyright applications, and all renewals, modifications, extensions, derivative works and collective works thereof or related to any of the foregoing, throughout the world, together with all copyright licenses held by Debtor, and all common law rights, copyrights, rights of authorship and moral rights related to any of the foregoing, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively, the "Copyrights"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the foregoing, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements or unauthorized use of any of the Copyrights and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Copyrights throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Copyrights (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all Proceeds and products of any and all of the foregoing (all of the foregoing, collectively, the "Copyright Collateral").

(d) Patent Collateral. (i) All patents and patent applications (including, without limitation, the inventions, devices, specifications and improvements described and claims therein) filed in the U.S. or in any other country, owned, held or used by Debtor in whole or in part, and all patent and invention disclosures related thereto, together with all reissuances, divisions, continuations, continuations-in-part, renewals, extensions, re-examinations, supplementary protection certificates, modifications, derivatives and improvements thereof and the inventions disclosed therein, and all new or separate patents that may be issued in connection with the foregoing, and all other inventions (whether patentable or unpatentable, whether or not reduced

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to practice or developed alone or jointly with others), and together with and including all patent licenses held by Debtor, and all other rights, including the right to make, use, license, sell, exploit and otherwise transfer the inventions disclosed therein, including without limitation, any of the foregoing identified on Schedule "A" hereto (as the same may be amended, modified or supplemented from time to time) (collectively the "Patents"); (ii) all income, royalties and payments now or hereafter due and/or payable under and with respect to the Patents, including license fees and royalties under license and other agreements; (iii) all claims, causes of action, damages and recoveries for past, present and future infringements thereof or unauthorized use of any of the Patents and all rights arising therefrom and pertaining thereto; (iv) all rights corresponding to the Patents throughout the world; (v) all general intangibles (as defined in the UCC) and all intangible intellectual property or other similar property of Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents (including without limitation all license, distributorship and/or franchise agreements and rights under any Existing Interests) and not otherwise described herein; (vi) any jointly held rights in any of the foregoing, whether by contract or otherwise; and (vii) all products and Proceeds of any and all of the foregoing (all of the foregoing, collectively, the "Patent Collateral").

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### Exhibit A to Bill of Bate Page 3 of 6 REEL: 038831 FRAME: 0232

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Without limiting the generality of the foregoing, this Financing Statement encumbers Debtor's current and future, right, title and interest in and to the following trademarks and patents to the fullest extent permitted under applicable law:

[See Attached Page(s)]

## Exhibit A to Bill of Bate Page 4 of 6 REEL: 038831 FRAME: 0233

### IP Schedule A Patents 05-25-15.xlsx

Schedule A to		Agrt						
As at 25 May 2	015							
&R Ref.	Country	Serial No.	Filing Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Status
		nent Chip and System				1		
20436-0004P01 30436-0004US1	US	60/748,824 12/305,950	9-Dec-2005		- 10-Dec-2010	- 8.873,650	- 18-Mar-2014	Expired (converted to PCT)
20436-0004WO1	WIPO	PCT/US2006/047244	11-Dec-2006	WO 2007/067819	14-Jun-2007	-	-	Expired (national phase)
Malaaulas latavaa	ilan Notootia	n Chip and Fabrication F	3×00000					
20436-0005P01	US	60/784,322	21-Mar-2006	-	-	-	-	Expired (converted to PCT (0004WO1))
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Precision Molecu 20436-0006P01	US	Measurement System a 60/796.585	1-May-2006	-	-	-	-	Expired (converted to PCT (0004WO1))
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20438-0007001 20438-0007002	08	11/850,550 13/446,382	5-Sep-2007 13-Apr-2012		15-Nov-2012	8,158,374 8,450,077	17-Apr-2012 28-May-2013	lsound Issued
20436-0007003	US	18/903,345	28-May-2013	2014-0135224	15-May-2014			Pending
20436-0007P01	US	60/824,471	5-Sep-2006	-	-	-	-	Expired (converted to utility)
Diagnostics with	multiple para	meters -algorithm and n	nethods					
20436-0008P01	US	60/910,217	5-Apr-2007		-	-		Expired (converted to utility (0007001))
Ni								
20436-0009P01	US	meters -algorithm and n 61/033.726	4-Mar-2008	-	-	-	-	Expired (converted to PCT)
20436-0009WO1	WIPO	PCT/US2009/036084	4-Mar-2009	WO 2009/111595	11-Sep-2009		-	Expired (national phase)
20436-0003CA1	Canada	2717788	4-Mar-2009					Pending
20436-0009CN1 20436-0009EP1	China Europe	200980115931.3 9717284	4-Mar-2003 4-Mar-2009	CR10203755A 2329260	27-Apr-2011 8-Jun-2011		•	Pending Pending
0436-0009JP1	Japan	2010-549863	4-Mar-2009	2011-518318	23-Jun-2011	5,863,314	12-Dec-2014	lissued
20436-0009US1	US	12/921,349	4-Mar-2009	2011-0245092	6-Oct-2011	-		Abandoned
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### IP Schedule A Patents 05-25-15.xlsx

	IP Security							
As at 25 May 20	015							
	Country	Serial No.	Filing Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Status
0436-0015ON1	China	201180011737.8	86- <i>Jan-</i> 2011	CN 102884428A	18-Jan-2013			Pending
20436-0015EP1	Europe	11737575.8	28-Jan-2011	2529222	5-Dec-2012	-	-	Pending
20436-0015JP1	Japan	2012-551263	28-Jan-2011	2013-518287	20-May-2013	-		Pending
		atment of Neuropsychia						
20436-0016P01	US	61/165,662	1-Apr-2009	-	-	-	-	Expired (converted to PCT and utility)
20436-0016001	US	12/753,022	1-Apr-2010	2010-0280760	4-Nov-2010	-	-	Abandoned
20436-0016WO1	WIPO	PCT/US2010/029720	1-Apr-2010	WO 2010/0115061	7-Oct-2010	-	-	Expired (national phase)
20406-0016CA1	Canada	2757518	1-Apr-2010					Pending
20436-0016ON1	China	201080022306.7	1-Apr-2010	CN 102483398A	30-May-2012			Pending
:0436-0016EP1	Europe	10759446.7	1-Apr-2010	2414824	8-Peb-2012			Pending
20438-0016HE1		12112408.7	1-Apr-2010	1171807	5-Apr-2013	-		Pending
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20436-0016JP1	Japan	2012-503731	1-Apr-2010	2012-522995	27-Sep-2012	0.073,771	9-Jan-2015	lesued
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		atment of Neuropsychia						
20436-0017P01	US	61/166,986	6-Apr-2009	-	-	-	-	Expired (converted to PCT and utility)
20436-0017001	US	12/754,770	6-Apr-2010	2010-0280562	4-Nov-2010	-	-	Abandoned
20436-0017WO1	WIPO	PCT/US2010/030104	6-Apr-2010	WO 2010/118035	14-Oct-2010	-	-	Expired (national phase)
20436-0017GA1	Canada	2757659	6-Apr-2010					Pending
0438-0017ON1	Ohina	2010800252868.8	6-Apr-2010	ON 102460158A	16-May-2012			Pending
20438-0017EP1	Europe	10782304.3	6-Apr-2010	2417448	18-Feb-2012			Pending
20436-0017NK		12111712.0	6-Apr-2010	1171081	15-Mar-2013	-		Panding
20436-0017JP1	Japan	2012-504782	6-Apr-2010	2012-523009	27-Sep-2012	-	-	Abandoned
20430-0017311	Japan	2012-304782	0-701-2010	2012-323003	27-0ep-2012	_		Abandoned
	Test for Maj	jor Depressive Disorder						
20436-0018P01	US	61/798,910	15-Mar-2013	-	-	-	-	Expired
20436-0018001	US	14/211.580	14-Mar-2014					Pending
20436-0018WO1	WIPO	PCTAJ\$2014/027774	14-Mar-2014	-				Pending
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Exhibit A to Bill of Bate Page 6 of 6 REEL: 038831 FRAME: 0235