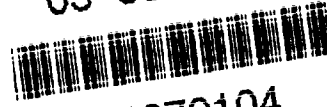


03-03-1999

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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To the Honorable Commissioner of Pa

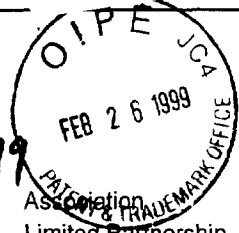
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lifecodes Corporation  
550 West Avenue  
Stamford, Connecticut 06902

- Individual(s)
- General Partnership
- Corporation-State — Delaware
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No



MKD 2-26-99

2. Name and address of receiving party(ies):

Name: Sirrom Capital Corporation

Internal Address: \_\_\_\_\_

Street Address: 500 Church Street, Suite 200

City: Nashville State: Tennessee ZIP: 37219

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Tennessee
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 18, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,466,690	1,589,583	1,623,035
1,643,241	1,666,110	1,657,729
1,845,279	2,094,754	

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark Turner

Internal Address: Chambliss, Bahner & Stophel, P.C.

03/02/1999 JSHABAZZ 00000214 200052 1466690

01 FC:481 40.00 CH  
02 FC:482 175.00 CH

Street Address: 1000 Tallan Building

Two Union Square

City: Chattanooga State: Tennessee ZIP: 37402

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) ..... \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark Turner  
Name of Person Signing

Mark Turner  
Signature

February 23, 1999  
Date

Christine E. Wilson

Total number of pages including cover sheet, attachments, and document:

21

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), is made as of February 18, 1999, by LIFECODES CORPORATION, a Delaware corporation (the "Grantor"), in favor of SIRROM CAPITAL CORPORATION, a Tennessee corporation (the "Agent"), for the benefit of itself and CONNECTICUT INNOVATIONS, INCORPORATED, a Delaware corporation ("Innovations") (collectively, "Lenders").

**RECITALS:**

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith, (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantor, Lender and certain subsidiaries/affiliates of Grantor, Lenders have agreed to make a loan in the aggregate principal amount of \$6,000,000 (the "Loan") to Grantor (and its subsidiaries/affiliates) (collectively, "Borrowers") evidenced by a Secured Promissory Note of even date herewith in the original principal amount of \$5,000,000 and executed by Borrowers payable to the order of Sirrom and a Secured Promissory Note of even date herewith in the original principal amount of \$1,000,000 and executed by Borrowers payable to the order of Innovations (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, collectively the "Notes");

WHEREAS, Grantor owns certain Intellectual Property listed on Schedule A hereto;

WHEREAS, Grantor desires to mortgage, pledge and grant to Agent, for the benefit of Lenders, a security interest in all of its right, title and interest in, to and under the Collateral, including without limitation, the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds (as hereinafter defined) thereof, to secure the payment of the Obligations (as hereinafter defined); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loan to Borrowers under the Loan Agreement, that Grantor execute this Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lenders to make the Loan to Grantor under the Loan Agreement, Grantor hereby agrees with Agent, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

"Copyright License" means, to the extent assignable, any agreement material to the operation of Grantor's businesses, whether written or oral, providing for the grant by or to Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in Schedule A hereto.

"Intellectual Property" means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor's businesses, as defined herein and/or referred to in Schedule A hereto.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of Grantor's businesses and developed by Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

"Know-how" means any proprietary knowledge or information that is material to Grantor's business and that enables Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

"Obligations" means (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement as evidenced by one or more promissory notes payable to the order of Lenders that shall be due and payable as set forth in such promissory notes, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtedness and other obligations of Borrowers to Lenders, direct or contingent (including but not limited to obligations incurred as endorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtedness incurred pursuant to any present or future commitment of Lenders to Borrowers and (c) all future advances made by Lenders for taxes, levies, insurance and preservation of the Collateral and all attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created under this Security Agreement.

"Other Proprietary Property" means, to the extent assignable, all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and similar items.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, or inventor's certificates and similar items), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

"Patent License" means, to the extent assignable, any agreement material to the operation of Grantor's business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

"Proceeds" means "proceeds," as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

"Security Agreement" means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Trade Secret" means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

"Trademark License" means, to the extent assignable, any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

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

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Agent, for the benefit of Lenders, a security interest in all of Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), that are material to the business of Grantor, including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A. The security interest of Lenders in the Collateral shall be subject to the terms of that certain Intercreditor Agreement dated of even date herewith by and between Lenders and First Union National Bank (the "Intercreditor Agreement").

3. Representations and Warranties Concerning the Intellectual Property. Grantor represents and warrants that:

(a) Schedule A hereto includes all Intellectual Property and Other Proprietary Property owned by Grantor in its own name or as to which Grantor has any colorable claim of ownership that are material to the business of Grantor as of the date hereof.

(b) Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property of Grantor, and/or has the right to use all such Intellectual Property and Other Proprietary Property pursuant to and in accordance with a valid license or other agreement.

(c) Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on Schedule A hereto and are in full force and effect. To the best knowledge of Grantor, Grantor is not in default of any material provision under any such agreement, and no event has occurred which might constitute a default of any material provision by Grantor under any such agreement.

(e) Except as set forth in Schedule A, all of the Intellectual Property is free and clear of any and all liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind, and Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) To the best of Grantor's knowledge, all prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest Grantor with complete, unrestricted ownership rights therein or right of Grantor to use the Intellectual Property pursuant to and in accordance with a valid license or other agreement.

(g) Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to Grantor's knowledge, threatened that challenge Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of Grantor's knowledge, the current conduct of Grantor's business and Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of Grantor. Further, except as set forth in Schedule A, Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of Grantor. Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Grantor has no actual knowledge of any present infringement by any other party upon its Intellectual Property rights. Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of Grantor's Intellectual Property rights or any theft of Grantor's Other Proprietary Property at Grantor's sole cost.

(k) To the best of Grantor's knowledge, all past and present employees of Grantor and/or parties with whom Grantor (including any predecessor-in-interest of Grantor) had any contractual relationship ("contractors"), whose employment (or contractual) functions included or affected research and development or other material aspects of Intellectual Property have executed agreements requiring them to disclose to Grantor any and all inventions created or developed during and within the scope of their employment by or contractual relationship with Grantor and obligating them to assign all of their respective right, title and interest in and to all such inventions to Grantor.

4. Covenants. Grantor covenants and agrees with Agent that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Agent, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Agent to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Lenders in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do other than in the ordinary course of business.

(d) Grantor will advise Lenders promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) (i) Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption, Agent, for its benefit and the benefit of Lenders, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or

sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Agent, Grantor shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of Grantor.

(iii) Grantor will promptly notify Agent if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lenders within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Lenders' security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby.

(v) Grantor, except with respect to any Patent, Trademark or Copyright Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by Grantor.



(vi) In the event Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Agent after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Grantor which determination Grantor shall promptly report to Agent, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) Grantor will furnish to Agent each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Security Agreement and not identified on Schedule A, all transfers, assignments, licenses or sub-licenses of the Collateral by Grantor, and such other information in connection with the Collateral as Agent may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

5. Agent's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby grants Agent the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(i) subject to the provisions of the Intercreditor Agreement, at any time when any Event of Default shall have occurred and is continuing in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Agent or as Agent shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Agent may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantor's expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of Lenders thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Grantor also authorizes Agent, at any time and from time to time, when any Event of Default shall have occurred and is continuing, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Agent hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Agent of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Agent incurred in connection with such

performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Agent on demand and shall constitute Obligations secured hereby.

7. Proceeds. Subject to the Intercreditor Agreement, it is agreed that if an Event of Default shall occur and be continuing, then (a) all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Lender, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Agent in the exact form received by Grantor (duly endorsed by Grantor to Agent, if required), and (b) any and all such Proceeds received by Agent (whether from Grantor or otherwise) shall promptly be applied by Agent against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. Remedies Upon Default. Upon an Event of Default under and as defined in the Loan Agreement, Agent may pursue any or all of the following remedies, without any notice to Grantor except as required below:

(a) Agent may give written notice of default to Grantor, following which Grantor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Agent's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Agent may obtain a temporary restraining order or other equitable relief to enforce Grantor's obligation to refrain from so impairing Lenders' Collateral.

(b) Agent may take possession of any or all of the Collateral. Grantor hereby consents to Agent's entry into any of Grantor's premises to repossess Collateral, and specifically consents to Lender's forcible entry thereto as long as Agent causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Agent accomplishes such entry without a breach of the peace.

(c) Agent may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Agent may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Agent may elect, in its sole discretion. Agent may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition. Grantor may bid at any public sale.

(d) Agent may exercise its lien upon and right of setoff against any monies, items, credits, deposits or instruments that Agent may have in its possession and that belong to Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Agent may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Agent at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Agent nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Lenders shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lenders of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lenders would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Agent, provided that any provision of this Security Agreement may be waived by Agent in a written letter or agreement executed by Lender or by facsimile transmission from Agent. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Agent, Lenders and their successors and assigns.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery or telecopy or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For the purposes of this Security Agreement:

The Address of Agent is:                    Sirrom Capital Corporation  
500 Church Street, Suite 200  
Nashville, Tennessee 37219  
Attention: Brent Ray  
Telecopy No.: 615/726-1208

with a copy to:                                Chambliss, Bahner & Stophel, P.C.  
1000 Tallan Building  
Two Union Square  
Chattanooga, Tennessee 37402  
Attention: J. Patrick Murphy, Esq.  
Telecopy No.: 423/265-9574

The Address of Grantor is:                Lifecodes Corporation  
550 West Avenue  
Stamford, Connecticut 06902  
Attention: Walter O. Fredericks  
Telecopy No.: 203/328-9598

with a copy to:                                Wiggin & Dana  
One Century Tower  
265 Church Street  
New Haven, Connecticut 06508  
Attention: Michael Grundei  
Telecopy No.: 203/782-2889

16. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. Consent to Jurisdiction; Exclusive Venue. Grantor hereby irrevocably consents to the Jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Lender may be a party and which concerns this Security Agreement or the Obligations. The foregoing shall not limit Grantor's right to seek removal of any litigation to the United States District Court for the Middle District of Tennessee. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Agent agrees to the contrary in writing.

19. Waiver of Trial by Jury. AGENT AND GRANTOR HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

20. Agency Provisions of the Loan Agreement. This Agreement shall be subject to the agency provisions of Section 7 of the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**LIFECODES CORPORATION,**  
a Delaware corporation

By: Michael Spivey  
Title: VP CRD

**AGENT:**

**SIRROM CAPITAL CORPORATION,**  
a Tennessee corporation

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

**LENDERS:**

**SIRROM CAPITAL CORPORATION,**  
a Tennessee corporation

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

**WITNESS:**

**CONNECTICUT INNOVATIONS,**  
**INCORPORATED,** a Connecticut corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Victor R. Budnick  
President and Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**LIFECODES CORPORATION,**  
a Delaware corporation

By: *Mark Spina*  
Title: VP, CFO

**AGENT:**

**SIRROM CAPITAL CORPORATION,**  
a Tennessee corporation

By: *Betty Lou Burnett*  
Title: Secretary

**LENDERS:**

**SIRROM CAPITAL CORPORATION,**  
a Tennessee corporation

By: *Betty Lou Burnett*  
Title: Secretary

**WITNESS:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**CONNECTICUT INNOVATIONS,  
INCORPORATED,** a Connecticut corporation

By: \_\_\_\_\_  
Victor R. Budnick  
President and Executive Director



IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**LIFECODES CORPORATION,**  
a Delaware corporation

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

**AGENT:**

**SIRROM CAPITAL CORPORATION,**  
a Tennessee corporation

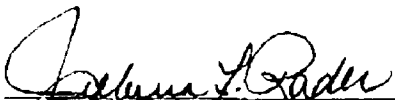
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDERS:**

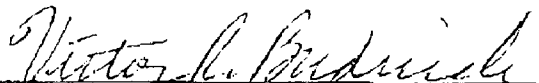
**SIRROM CAPITAL CORPORATION,**  
a Tennessee corporation

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

**WITNESS:**

  
Name: Juliana F. Rader

**CONNECTICUT INNOVATIONS,  
INCORPORATED,** a Connecticut corporation

By:   
Victor R. Budnick  
President and Executive Director

## Schedule A

### PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

#### PATENTS

Lifecodes is the assignee of six issued U.S. patents and certain corresponding foreign patents. In addition, Lifecodes is the exclusive licensee of two patents. Cellmark is the assignee of one U.S. patent. Lifecodes currently has four patents pending with the U.S. Patent and Trademark Office.

#### LIFECODES AS ASSIGNEE

No.	Name	Country of Registration	Registration Number	Issue Date	Description
1	Glassberg	USA	5,593,832	1/14/97	Method for forensic analysis covering the use of RFLP technology
		Israel	71,064		
		France	2,541,774		
		Canada	1,215,304		
		Australia	577,277		
		Belgium	899,027		
2	Ip	USA	5,206,137	4/27/93	Compositions and Methods Useful for Genetic Analysis
		Australia	630,888		
3	Loewy	USA	5,192,658	3/9/93	Novel Compositions and Protocols Applicable to Genetic Analysis
		Israel	93,902		
		Canada	2,011,020		
		Australia	646,800		
		Germany	69210588.3		
		UK	GB0570497		
4	Balazs	USA	5,514,547	5/7/96	Molecular Genetic Identification Using Probes that Recognize Polymorphic Loci
5	Victor	USA	5,573,911	11/12/96	Methods and Materials for Detecting Autoimmune Antibodies
6	Grimberg	Australia	621,936	8/14/89	DNA Isolation

LIFECODES AS EXCLUSIVE LICENSEE

No.	Name	Country of Registration	Registration Number	Issue Date	Description
1	White	USA	4,963,663	10/16/90	Genetic Identification Employing DNA Probes of Variable Tandem Repeat Loci
2	White	USA	5,411,859	5/2/95	Genetic Identification Employing DNA Probes Variable Number Random Repeat
		Canada	1,339,493		

PATENTSCELLMARK AS ASSIGNEE

No.	Name	Country of Registration	Registration Number	Issue Date	Description
1	Meehan	USA	5,466,603	11/14/95	Temperature Regulated Hybridization Chamber

LIFECODES PENDING PATENTS

No.	Country of Filing	Docket Number	Serial Number	Description
1	USA	L/S&S-2	241,639	Composition and Methods Useful for Genetic Analysis (DNF24)
2	USA	L/S&S-4	331,414	Novel Compositions and Protocols Applicable to Genetic Analysis (D18S27)
3	USA	6248-025	150,465	A Test for the Determination of Paternity and/or the Establishment of Individual Identity
4	USA	L/S&S-6	650,511	Molecular Genetic Identification Using Probes tht Recognize Polymorphic Loci (D4s163)
	EPO	US92/00990		

**TRADEMARKS, TRADENAMES, SERVICEMARKS**

No.	Name	Country of Registration	Registration Number	Issue Date	Type
1	Lifecodes Corporation	USA	1,466,690	11/24/87	Service Mark
		Australia	A502,821		
		UK	B1369324		
		Canada	367,232		
		Brazil	814,737,811		
2	Lifecodes Corporation	USA	1,643,241	5/07/91	Design
		Benelux	457,128		
		France	1,508,705		
		Switzerland	372,621		
3	Lifeprint	USA	1,657,729	9/17/91	Service Mark
		Canada	382,762		
4	Lifeprint	USA	1,589,583	4/3/90	Design
5	Lifefile	USA	1,666,110	11/26/91	Service Mark
6	Quick-Light	USA	1,845,279	7/19/94	Service Mark
		Australia	A604204		
		Germany	2,096,305		
		Canada	415,752		
		France	93,479,913		
		Benelux	536,053		
7	Quick-Type	USA	2,094,754	9/9/97	Service Mark
8	Lifebank	Italy	00605509	8/28/90	Service Mark
		France	1,658,685		
9	Lifecodes Logotype	USA	1,623,035	11/30/90	Logotype
10	DNA-Print	Canada	376,025	11/23/90	Service Mark
		France	1,493,230		
		Benelux	449,219		
11	Cellmark				
12	National Legal Laboratories				

**LICENSES****LIFECODES AS LICENSOR**

<b>No.</b>	<b>Lifecodes Patent</b>	<b>Licensee</b>	<b>Term</b>
1	4,963,663 5,411,859	Promega Corporation	Life of Patent
		Laboratory Corporation of America	Renewed Annually
2	4,963,663	Cellmark Diagnostics, U.K.	5 years, renewable
3	5,593,832	Life Technologies Corporation	5 years, renewable
4	5,573,911	Immco Corporation	Renewable annually

**LIFECODES AS LICENSEE**

<b>No</b>	<b>Patent</b>	<b>Licensor</b>	<b>Term</b>
1	5,312,908*	Life Technologies, Inc.	5 years, renewable

\* includes corresponding foreign patents

**COPYRIGHTS**

Lifecodes has copyrighted by notice the following items:

1. Lifepint Recovery Kit, 1988
2. Lifepint Resolution Kit, 1989
3. Lifepint Paternity Identity Kit, 1989
4. Quick-Light Paternity Identity Kit, 1989, 1991