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Conveyance Type

☐ Assignment

☐ License

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

U.S. Government
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☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) DynaGen, Inc.

Execution Date
Month Day Year
11 29 99

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) BankBoston, N.A.

Name (line 2)

Address (line 1) 100 Federal Street

Address (line 2)

Address (line 3) Boston

City

MA

State/Country

02110

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

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Address (line 4)

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PATENT
REEL: 010437 FRAME: 0405

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property)

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

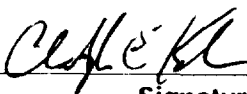
No ☐

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

Name of Person Signing



Signature

6 December 99

Date

PATENT AND PATENT APPLICATIONS SECURITY AGREEMENT

This Patent and Patent Applications Security Agreement (the "**Patent Security Agreement**") is made as of the 29th day of November, 1999 by DynaGen, Inc., a Delaware corporation with its principal office at 1000 Winter Street, Waltham, Massachusetts (the "**Company**"), and BankBoston, N.A., a national banking association with an address of 100 Federal Street, Boston, Massachusetts (the "**Secured Party**").

RECITALS

WHEREAS, pursuant to a certain Loan and Security Agreement dated as of November 29, 1999 (as amended from time to time, the "**Loan Agreement**") made between the Company and the Secured Party, the Secured Party has entered into a certain loan arrangement with, among others, the Company;

WHEREAS, pursuant to the Loan Agreement, the Company has granted to the Secured Party a security interest in the Company's Collateral (as defined in the Loan Agreement) to secure the **Liabilities** (as defined in the Loan Agreement) of the Company to the Secured Party;

WHEREAS, to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Company has executed this Patent Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company, and the Secured Party agree as follows:

1. All capitalized terms used herein and not otherwise defined have the same meaning herein as in the Loan Agreement.
2. To secure the Liabilities, the Company hereby grants a security interest in favor of, and collaterally assigns to the Secured Party, with power of sale in and to the following and all proceeds thereof:
 - a. All of the Company's now owned or existing or hereafter acquired or arising patents and patent applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such patents and patent applications.
 - b. All renewals of any of the foregoing.
 - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of Company's rights corresponding to any of the foregoing throughout the world.

All of the foregoing patents and patent applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e) are hereinafter individually and/or collectively referred to as the "**Patents**".

3. Until this Patent Security Agreement is terminated in writing by a duly authorized officer of the Secured Party, the Company shall undertake the following with respect to each Patent:

a. Pay all renewal fees and other fees and costs associated with maintaining the Patents and with the processing of the Patents.

b. At Company's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the foregoing assignment and not abandon or delay any such efforts.

c. At Company's sole cost, expense, and risk, take any and all action which may be necessary or desirable to protect the Patents, including, without limitation, the prosecution and defense of infringement actions.

4. The Company represents and warrants that:

a. **EXHIBIT A** includes all of the patents and patent applications now owned by the Company.

b. No liens, claims or security interests have been granted in any Patent by the Company to any person other than to the Secured Party, and the Patents shall hereafter remain free and clear of all liens, Encumbrances, or security interests to any person other than to the Secured Party.

5. In order to further secure the Liabilities:

a. The Company shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

i. The Company obtains rights to, and files applications for registration of, any new Patents or otherwise acquires ownership of any newly registered Patents.

ii. The Company becomes entitled to the benefit of any patents or patent applications, patent licenses, or patent license renewals whether as licensee or licensor.

iii. The Company enters into any new patent license agreement.

b. The provisions of this Patent Security Agreement shall automatically apply to any such additional property or rights described in Section 5(a) above, all of which shall be deemed to be and treated as "Patents" within the meaning of this Patent Security Agreement.

c. The Company hereby authorizes the Secured Party to modify this agreement by amending **EXHIBIT A** to include any future patents or patent applications, written notice of which is so given, *provided, however*, the modification of said **EXHIBIT** shall not be a condition to the creation or perfection of the security interest created hereby.

6. Prior the Secured Party's giving of notice to the Company following the occurrence of an Event of Default, the Company shall have the exclusive right to sue for past, present and future infringement of the Patents including the right to seek injunctions and/or money damages, in an effort by Company to protect the Patents against encroachment by third parties, *provided, however*:

a. The Company first provides the Secured Party with written notice of the Company's intention to so sue for enforcement of any Patent.

b. Any money damages awarded or received by the Company on account of such suit (or the threat of such suit) shall constitute Collateral.

c. Following the occurrence of any Event of Default, the Secured Party, by notice to the Company may be terminate or limit the Company's rights under this Section 6.

7. In the event of

a. the Company's failure, within Five (5) days of written notice from the Secured Party, to cure any failure by the Company to perform any of the Company's obligations set forth in Section 6; and/or

b. the occurrence of any Event of Default,

the Secured Party, acting in its own name or in that of the Company, may (but shall not be required to) act in the Company's place and stead and/or in the Secured Party's' own right in connection therewith.

8. Upon the occurrence of any Event of Default, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Patents, in addition to which the Secured Party, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Patents. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that the Secured Party is authorized to exercise such rights and remedies.
9. The Company hereby irrevocably constitutes and designates the Secured Party as and for the Company's attorney in fact, exercisable following the occurrence of any Event of Default:
- a. To exercise any of the rights and powers referenced in Sections 3 and 6 hereof.
 - b. To execute all and singular such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents.

The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Patent Security Agreement is terminated by a duly authorized officer of the Secured Party.

10. Any use by the Secured Party of the Patents as authorized hereunder in connection with the exercise of the Secured Party's right and remedies under this Patent Security Agreement and the Loan Agreement shall be coextensive with Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Party to the Company.
11. Following the payment and satisfaction of all Liabilities, and the termination of any obligations of the Secured Party under the Loan Agreement, this Patent Security Agreement shall terminate and the Secured Party shall execute and deliver to Company, at Company's cost and expense, all such instruments as the Company reasonably may request to release any encumbrance in favor of the Secured Party created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to the Loan Agreement.

12. The Company shall, at the request of the Secured Party, do any and all acts and execute any and all documents required by the Secured Party in connection with the protection, preservation, and enforcement of the Secured Party's rights hereunder.

13. The Company shall, upon demand, reimburse the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).

14. This Patent Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement from the Company to the Secured Party shall apply to the Patents and the Secured Party shall have the same rights with respect to any and all Patents granted the Secured Party to secure the Liabilities hereunder as thereunder. In the event of a conflict between this Patent Security Agreement and the Loan Agreement, the terms of this Patent Security Agreement shall control with respect to the Patents.

IN WITNESS WHEREOF, the Company and the Secured Party respectively have caused this Patent Security Agreement to be executed by officers duly authorized so to do on the date first above written.

DYNAGEN, INC.

BANKBOSTON, N.A.

(The "Company")

(The "Secured Party")

By Dhananjay Wadekar
Name: Dhananjay Wadekar
Title: Executive Vice President

By Robert E. Shay
Name: Robert E. Shay
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS
County of Suffolk, ss

Then personally appeared before me Dhananjay Wadekar who acknowledged that such person is the duly authorized Executive Vice President of DynaGen, Inc. and that such person had executed the foregoing instrument on its behalf and that such is the free act and deed of DynaGen, Inc.

Witness my hand and seal this 29 day of November, 1999

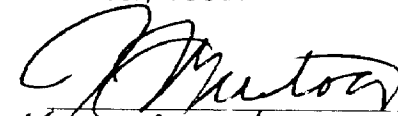
Ken M. Murphy
Ken M. Murphy, Notary Public
My Commission Expires: May 12, 2006

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me Brent E. Shay, who acknowledged that such person is the duly authorized Managing Director of BankBoston, N.A., and that such person executed the foregoing instrument on its behalf and such is the free act and deed of BankBoston, N.A.

Witness my hand and seal this 2nd day of November, 1999.



Kenneth M. Murph Notary Public

My Commission Expires: May 12, 2006

EXHIBIT A

<u>Patent No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issuance Date</u>	<u>Name</u>
4,692,328	06/780162	09/24/85	09/08/87	BIOLOGICALLY USEFUL POLYMER PREPARATIONS
5,486,362	08/140280	10/21/93	01/23/96	CONTROLLED, SUSTAINED RELEASE DELIVERY SYSTEM FOR TREATING DRUG DEPENDENCY
5,656,298	08/396,363	02/28/95	8/12/97	AN IMMUNOBOOSTER FOR DELAYED RELEASE OF IMMUNOGEN
5,536,503	08/415,859	04/03/95	07/16/96	CONTROLLED, SUSTAINED RELEASE DELIVERY SYSTEM FOR SMOKING CESSATION
5,707,872	08/474,534	06/07/95	01/13/98	NICOTINE AND/OR NICOTINE METABOLITE DETECTION SYSTEM
5,853,738	08/550,393	10/30/95	12/29/98	METHODS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS INFECTION WITH PSEUDOMONAS PHOSPHOAMINOLIPID EXTRACT
5,851,534	08/642,425	05/03/96	12/22/98	METHODS FOR PREVENTION AND/OR TREATMENT OF NEUTROPENIA
	08/846,461	05/01/97	N/A	METHODS FOR TREATMENT AND/OR PREVENTION OF THROMBOCYTOPENIA
5,780,051	08/779,281	01/22/97	07/14/98	METHODS AND ARTICLES OF MANUFACTURE FOR NICOTINE CESSATION AND MONITORING NICOTINE USE
Pending	08/803,894	02/21/97	N/A	A MEDICAL PACKAGE FOR DISPENSING AN ENTIRE COURSE OF TREATMENT FOR URINARY TRACT INFECTIONS
Pending	08/803,903	02/21/97	N/A	A MEDICAL PACKAGE FOR DISPENSING AN ENTIRE COURSE OF TREATMENT FOR URINARY TRACT INFECTIONS

Foreign Patents

<u>Patent No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issuance Date</u>	<u>Country</u>	<u>Name</u>
74698	82-109338		11/08/93		METHODS AND ARTICLES OF MANUFACTURE FOR THE TREATMENT OF NICOTINE WITHDRAWAL

<u>Patent No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issuance Date</u>	<u>Country</u>	<u>Name</u>
Request for Examination Due 10/28/2001	2,174,747	10/28/94		Canada	USE OF LOBELINE FOR THE TREATMENT OF NICOTINE WITHDRAWAL
Request for Examination Due 10/28/2001	07502876	10/28/94			USE OF LOBELINE FOR THE TREATMENT OF NICOTINE WITHDRAWAL
Request for Examination Due 10/28/2001	1996-702223	10/28/94			USE OF LOBELINE FOR THE TREATMENT OF NICOTINE WITHDRAWAL
Request for Examination Due 10/28/2001	2,236345	10/30/96		Canada	METHODS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS INFECTION WITH ABSOLVENT EXTRACT DERIVED FROM PSEUDOMONAS

513239.1