05-17-2000 U.S. Department of Commerce FORM PTO-1619 Patent and Trademark Office PATENT 101359627 RECORDATION FORM COVER SHEET MAY 4 2000 PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). **Submission Type Conveyance Type** Security Agreement ☐ Assignment ⊠ New Resubmission (Non-Recordation) ☐ Change of Name License Document ID # Merger Correction of PTO Error Reel # \_\_\_\_\_ Frame # \_\_\_\_\_ Other: \_\_\_\_\_ Corrective Document Reel # \_\_\_\_\_ Frame # \_\_\_\_\_ Conveying Party Mark if additional names of conveying parties attached Name (line 1): Igen, Inc. **Execution Date:** Name (line 2): 10/29/99 Second Party Name (line 1): **Execution Date:** Name (line 2): **Receiving Party** Mark if additional names of conveying parties attached If document to be recorded Name (line 1): American Capital Strategies, Ltd. is an assignment and the receiving party is not Name (line 2): domiciled in the United States, an appointment of a Address (line 1): 2 Bethesda Metro Center domestic representative is attached. Address (line 2): 14<sup>th</sup> Floor 20814 MD Address (line 3): **Bethesda** Zip Code State / Country **Domestic Representative** (for the first Receiving Party Only)

Name:

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FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Pa	age 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent N	ame and Address (for the first R	eceiving Party Only)	
Name:	Syreeta Anderson		
Address (line 1):	ARNOLD & PORTER		
Address (line 2):	555 12th Street N.W.		
Address (line 3):	Suite 1226.4		
Address (line 4):	Washington, DC 20004-1202		
Pages	Enter the total number of pages of conveyance document including a		25
Application Num	ber(s) or Patent Number(s)		☐ Mark if additional numbers attached
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only if a U.	application number PCT: S. Application Number		PCT:
has not bee	en assigned. PCT:	PCT:	101.
Number of Properties	Enter the total num	ber of properties involved:	7
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	Walsh, Esq.	Signature	Date Signed

U.S. Department of Commerce

# SCHEDULE A IGEN, INC. PATENTS

Docket No.	Inventor	Ctry	Status	App No	App Date	Pat No. Grant Dt	Current Owner
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#### PATENT SECURITY AGREEMENT

(United States Patents)

This Patent Security Agreement ("Agreement") is made this Quadrata of October, 1999, by IGEN, INC., a Delaware corporation having a mailing address at Wheat Road and Lincoln Avenue, Buena, NJ 08310 ("Grantor") and delivered to AMERICAN CAPITAL STRATEGIES, LTD., a Delaware corporation having a mailing address at 2 Bethesda Metro Center, 14<sup>th</sup> Floor, Bethesda, Maryland 20814 ("Lender").

#### **Background**

- A. Grantor has entered into that certain Note and Equity Purchase Agreement dated as of even date herewith among Grantor, IGI, Inc., ImmunoGenetics, Inc., and Blood Cells, Inc. (collectively, "Borrowers") and Lender (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Purchase Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.
- B. This Agreement is being executed contemporaneously with that certain Security Agreement of even date herewith among Borrowers and Lender (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Security Agreement"), under which, inter alia, Grantor is granting Lender a lien on and security interest in certain assets of Grantor associated with or relating to products leased or sold or services provided under Grantor's patents and the goodwill associated therewith as security for the payment and performance of all the Obligations (as defined in the Security Agreement) of all the Borrowers, and under which Lender is entitled to foreclose or otherwise deal with such assets and patents under the terms and conditions set forth therein.
- C. Pursuant to the Security Agreement, Lender is acquiring a lien on, and security interest in, and license to use (which license is conditioned upon the occurrence and continuance of an Event of Default), among other things, (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications, together with all the goodwill of Grantor associated therewith and represented thereby, as security for all of the Obligations, and desires to have its security interest in such letters patent and applications confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- In consideration of and pursuant to the terms of the Purchase Agreement, and for 1. other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all the Obligations of all Borrowers under the Purchase Documents, Grantor grants to Lender a lien on and security interest in all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule "A" attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals. extensions and continuations-in-part thereof (collectively, the "Schedule A Patents"), all of Grantor's rights and obligations pursuant to any license agreements between Grantor and any other Person or Persons, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule "C" attached hereto and made a part hereof with respect to the patents and patent applications listed on Schedule "B" attached hereto and made a part hereof (collectively the "Schedule B Patents" and, together with the Schedule A Patents, the "Patents"), and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (collectively, the "Licenses", and together with the Patents, the "Patent Rights") and all proceeds thereof and all Grantor's right, title, interest, claims and demands that Grantor has or may have in profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").
- 2. Grantor hereby covenants and agrees to maintain the Patent Collateral in full force and effect until all of the Obligations are satisfied in full.
- 3. Grantor represents, warrants and covenants to Lender that:
- (a) The Patent Collateral is subsisting and has not been adjudged invalid or unenforceable;
- (b) All of the Patent Rights subsisting, and, to the best of Grantor's knowledge, valid and enforceable;
- (c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent Collateral (excepting the Schedule B Patents, but including the Grantor's rights under the Licenses). Except for Liens permitted under Section 7.2(b) of the Purchase Agreement, all of the Patent Collateral (other than the Schedule B Patents, but including Grantor's right under the Licenses) is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, options and covenants by Grantor not to sue third persons;
- (d) Except for Liens permitted under Section 7.2(b) of the Purchase Agreement, the Grantor's rights under the Licenses are free and clear of any liens, claims,

charges and encumbrances, including, without limitation, pledges, assignments, options, and covenants by Grantor not to sue third persons;

- (e) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral:
- (f) Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms; and
- (g) Grantor has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Patent Collateral except where failure to comply would not have a material adverse effect on Grantor or its Property.

#### 4. Grantor further covenants that:

- (a) Until all of the Obligations have been satisfied in full, Grantor will not enter into any agreement which is inconsistent with Grantor's obligations under this Agreement, Grantor's obligations under the Purchase Agreement or which may restrict or impair Lender's rights or priorities hereunder.
- (b) If Grantor acquires rights to any new owned Patent Collateral, the provisions of this Agreement shall automatically apply thereto and such Patent Collateral shall be deemed part of the Patent Collateral. Grantor shall give Lender prompt written notice thereof along with an amended Schedule "A." Furthermore, if Grantor acquires rights as a licensee to any new patents, the provisions of this Agreement shall automatically apply thereto and such patent shall be deemed part of the Schedule B Patents, and any license agreement pursuant to which Grantor acquires such rights shall be deemed to be included in the definition of "Licenses." Grantor shall give Lender written notice promptly upon its first use thereof along with an amended Schedule "B."
- 5. So long as this Agreement is in effect and so long as Grantor has not received notice from Lender that an Event of Default has occurred and is continuing under the Notes and the Purchase Agreement and that Lender has elected to exercise its rights hereunder (i) Grantor shall continue to have the exclusive right to use the Patent Collateral; and (ii) Lender shall have no right to use the Patent Collateral or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patent Collateral to anyone else.
- 6. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Patent Collateral to any entity or person other than Grantor without the prior written consent of Lender or as may be expressly permitted under the Purchase Agreement. Notwithstanding the foregoing, and providing that no Default or Event of Default has occurred and is outstanding, Grantor shall be entitled to license any Patents in exchange for fair market consideration in the exercise of its reasonable business judgment.

- Anything herein contained to the contrary notwithstanding, if and while Grantor 7. shall be in default hereunder or an Event of Default exists under the Notes or the Purchase Agreement, Grantor hereby covenants and agrees that Lender as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State whose law governs the interpretation of the Purchase Documents, may take such action permitted under the Purchase Documents, hereunder or under any law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby. For such purposes, Grantor hereby authorizes and empowers Lender, its successors and assigns to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone else including, without limitation, the power to execute a Patent Collateral assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Purchase Documents, and until all of the Obligations of all of the Borrowers are indefeasibly paid and satisfied in full.
- 8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Purchase Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.
- 9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Purchase Documents. In the event of an inconsistency between this Agreement and Purchase Agreement, the language of this Agreement shall control.
- 10. Upon Borrowers' performance of all of the Obligations under the Purchase Documents and full and unconditional satisfaction of all of the Borrowers' Obligations, Lender shall execute and deliver to Grantor all documents reasonably necessary to terminate Lender's security interest in the Patent Collateral.
- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantor on demand by

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Lender and until so paid shall be added to the principal amount of the Obligations to Lender and shall bear interest at the rate of interest determined in accordance with Section 8.2(c) of the Purchase Agreement.

- 12. Subject to the terms of the Purchase Agreement and the Notes, Grantor shall have the duty to prosecute diligently any application with respect to the Patent Collateral (other than the Schedule B Patents or any applications or inventions relating thereto) pending as of the date of this Agreement or thereafter, until Borrowers' Obligations shall have been satisfied in full, to preserve and maintain all rights in the Patent Collateral (other than the Schedule B Patents or any application or inventions relating thereto), and upon reasonable request of Lender, Grantor shall make federal application on registrable but unregistered Patent Collateral (other than the Schedule B Patents or any applications, or inventions relating thereto) belonging to Grantor and licensed to Grantor. To the extent that Grantor has the duty or right to make any patent applications under any License, Grantor shall have the same duties with respect to the Schedule B Patents as stated in the previous sentence. Grantor shall not abandon any Patent Collateral without the prior written consent of the Lender, which consent shall not be unreasonably withheld.
- 13. Grantor shall have the right to bring suit in its own name to enforce the Patent Collateral, in which event Lender may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.
- 14. Upon the occurrence of an Event of Default under the Purchase Agreement or hereunder, Lender may, without any obligation to do so, complete any obligation of Grantor hereunder, in Grantor's name or in Lender's name, but at the expense of Grantor, and Grantor hereby agrees to reimburse Lender in full for all expenses, including, without limitation, all attorneys' fees incurred by Lender in protecting, defending and maintaining the Patent Collateral.
- 15. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Patent Collateral, whether established hereby or by the Purchase Documents, or by any other future agreements between Grantor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.
- 16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

- 17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18. This Agreement shall be governed by and construed in conformity with the laws of the State of Maryland, without regard to its otherwise applicable principles of conflicts of laws.
- 19. GRANTOR AND LENDER EACH WAIVES ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN GRANTOR AND LENDER.

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- 20. GRANTOR AND LENDER EACH WAIVES ANY AND ALL RIGHTS EITHER MAY HAVE TO A JURY TRIAL ARISING IN CONNECTION WITH ANY PROCEEDING OR CONTROVERSY RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN GRANTOR AND LENDER.
- 21. THE OBLIGATIONS SECURED HEREBY AND THE SECURITY INTERESTS GRANTED HEREUNDER ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 29, 1999, AMONG FLEET CAPITAL CORPORATION, AS AGENT FOR THE SENIOR LENDERS, AMERICAN CAPITAL STRATEGIES, LTD., AND ASSIGNORS TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY ASSIGNORS UNDER AND PURSUANT TO THE LOAN AND SECURITY AGREEMENT DATED AS OF OCTOBER 29, 1999, AND EACH RELATED "LOAN DOCUMENT" (AS DEFINED THEREIN), AND EACH ASSIGNEE HEREUNDER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Patent Security Agreement, under seal, the day and year first above written.

IGEN, INC.

Name:

Title:

#### CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA

Notary Public

My Commission Expires:

Notarial Seal Carclyn Ellioth Notary Public Phillifelphia, Phillifelphia County Min Counties on Engree do 1, 2, 2019 SCHEDULES TO PATENT SECURITY AGREEMENT BETWEEN IGEN, INC. AND AMERICAN CAPITAL

# SCHEDULE B

# PATENTS LICENSED TO IGEN, INC. BY MICRO-PAK, INC.

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APPARATUS FOR PRODUCING LIPID   VESICLES   S9 90 3640.4   02MR1989   0406273 02MR1989   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   APPARATUS FOR PRODUCING LIPID   VESICLES   CERW G   CERW			592763	œ			ICRO-PAK,	INC.
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APPARATUS FOR PRODUCING LIPID   VESICLES   89 90 3640.4   02MR1989   P68910969.5-08 02MR1989   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   07/430119   01N01989   5013497 07MY1991   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   07/430119   01N01989   5013497 07MY1991   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   07/430119   01N01989   0406273 02MR1989   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   02MR1989   0406273 02MR1989   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   02MR1989   02MR1989   0406273 02MR1989   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   02MR1989   0406273 02MR1989   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   W.S.A.   02MR1989   0406273 02MR1999   MICRO-PAK, APPARATUS FOR PRODUCING LIPID   VESICLES   WALLACH DONALD F H DR   CANA G   CLES FORMED OF SURFACTANTS AND STEROIDS   WALLACH DONALD F H   CANA G   CLES FORMED OF SURFACTANTS AND STEROIDS   WALLACH DONALD   AMALACH DONAL			9 90 3640	02MR1989		თ	ICRO-PAK,	INC.
YIOURNAS COSTAS         GERW         G         89 90 3640.4         02MR1989         P68910969.5-08         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/430119         01N01989         5013497         07MY1991         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         0406273         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         0406273         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         0406273         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         2642271         25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824         24N01987         4917951         17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND         STEROIDS         561289         11MR198         1311415         15DE1992         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND         STEROIDS         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK, <tr< td=""><td></td><td>VESICLES</td><td></td><td></td><td></td><td></td><td></td><td></td></tr<>		VESICLES						
APPARATUS FOR PRODUCING LIPID   VESICLES   VIOURNAS COSTAS   VIOURNAS COSTAS   VIOURNAS COSTAS   VESICLES   VIOURNAS COSTAS   VIOURNAS COSTAS   VESICLES   VESICLES   VESICLES   VIOURNAS COSTAS   VIOURNAS COSTAS   VESICLES   VESICLES   VESICLES   VESICLES   VESICLES   VESICLES   VESICLES   VESICLES   VESICLES   VIOURNAS COSTAS   VIOURNAS COSTAS   VESICLES   VESICLES   VESICLES   VIOURNAS COSTAS   VIOURNAS COSTAS   VESICLES			9 90 3640	02MR1989	. 5-08	68	ICRO-PAK,	INC.
VENUENAS COSTAS   VENUENAS C		VESICLES						
APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         0406273 02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         0406273 02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4         02MR1989         0406273 02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         01-503339 02MR1989         2542271 25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824 24N01987         4917951 17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         561289 11MR1988         1311415 15DE1992         MICRO-PAK,           WALLACH, DONALD         JAPA G         63-502979 08MR1988         2617346 11MR1997         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         63-502979 08MR1988         2617346 11MR1997         MICRO-PAK,			07/430119	01NO1989		_	ICRO-PAK,	INC.
YIOURNAS COSTAS         FRAN         G         89         90         3640.4         02MR1989         0406273         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         89         90         3640.4         02MR1989         0406273         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         01-503339         02MR1989         2542271         25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824         24NO1987         4917951         17AP1990         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         USIA         G         07/124824         24NO1987         4917951         17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND         STEROIDS         561289         11MR1988         1311415         15DE1992         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND         STEROIDS         561289         10MR1988         2617346         11MR1997         MICRO-PAK,           WALLACH, DONALD         JAPA         G         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK,		VESICLES						
APPARATUS FOR PRODUCING LIPID         VESICLES         89 90 3640.4 02MR1989         0406273 02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         JAPA G         01-503339 02MR1989         2542271 25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824 24N01987         4917951 17AP1990         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         USA G         07/124824 24N01987         4917951 17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         561289 11MR1988         1311415 15DE1992         MICRO-PAK,           WALLACH, DONALD WALLACH, DONALD WALLACH, DONALD WALLACH, DONALD STEROIDS         JAPA G         63-502979 08MR1988         2617346 11MR1997         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         63-502979 08MR1988         2617346 11MR1997         MICRO-PAK,			9 90 3640	02MR1989		O	ICRO-PAK,	INC.
YIOURNAS COSTAS         GBRI         G         89         90         3640.4         02MR1989         0406273         02MR1989         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         JAPA         G         01-50333         02MR1989         2542271         25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824         24N01987         4917951         17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         CANA         G         561289         11MR1988         1311415         15DE1992         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         JAPA         G         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         ABCRO-PAK         CLES FORMED OF SURFACTANTS AND STEROIDS         ABCRO-PAK	APPARATUS FOR PRODUCING	VESICLES						
APPARATUS FOR PRODUCING LIPID         VESICLES         01-503339         02MR1989         2542271         25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824         24N01987         4917951         17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         561289         11MR1988         1311415         15DE1992         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK,			9 90 3640	02MR1989		6	ICRO-PAK,	INC.
YIOURNAS COSTAS         JAPA         G         01-503339         02MR1989         2542271         25JL1996         MICRO-PAK,           APPARATUS FOR PRODUCING LIPID         VESICLES         07/124824         24N01987         4917951         17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         561289         11MR1988         1311415         15DE1992         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         JAPA         G         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         AREROIDS         AREROIDS         AREROIDS         AREROIDS		VESICLES						
APPARATUS FOR PRODUCING LIPID  VESICLES  WALLACH DONALD F H DR  USA  G  O7/124824 24N01987 4917951 17AP1990 MICRO-PAK,  WALLACH DONALD F H DR  CANA  CANA  CANA  CANA  CANA  G  561289 11MR1988 1311415 15DE1992 MICRO-PAK,  WALLACH DONALD JAPA  G  63-502979 08MR1988 2617346 11MR1997 MICRO-PAK,  WALLACH, DONALD STEROIDS  CLES FORMED OF SURFACTANTS AND STEROIDS  STEROIDS			-50333	02MR1989		9	ICRO-PAK,	INC.
WALLACH DONALD F H DR         USA         G         07/124824         24NO1987         4917951         17AP1990         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND CLES FORMED OF SURFACTANTS AND STEROIDS         561289         11MR1988         1311415         15DE1992         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         JAPA G         63-502979         08MR1988         2617346         11MR1997         MICRO-PAK,           CLES FORMED OF SURFACTANTS AND STEROIDS         STEROIDS         ATEROIDS         ATEROIDS	ō	VESICLES						
CLES FORMED OF SURFACTANTS AND STEROIDS  WALLACH DONALD F H  CANA G  S61289 11MR1988 1311415 15DE1992 MICRO-PAK,  CLES FORMED OF SURFACTANTS AND STEROIDS  WALLACH, DONALD  JAPA G  63-502979 08MR1988 2617346 11MR1997 MICRO-PAK,  CLES FORMED OF SURFACTANTS AND STEROIDS	WALLACH		07/124824	24N01987	917951	0	ICRO-PAK,	INC.
WALLACH DONALD F H CANA G 561289 11MR1988 1311415 15DE1992 MICRO-PAK, CLES FORMED OF SURFACTANTS AND STEROIDS 63-502979 08MR1988 2617346 11MR1997 MICRO-PAK, MALLACH, DONALD STEROIDS	CLES FORMED OF	STEROIDS						
CLES FORMED OF SURFACTANTS AND STEROIDS  WALLACH, DONALD  JAPA G  63-502979 08MR1988  2617346 11MR1997 MICRO-PAK,  CLES FORMED OF SURFACTANTS AND STEROIDS	WALLACH		561289	11MR1988		2	ICRO-PAK,	INC.
WALLACH, DONALD JAPA G 63-502979 08MR1988 2617346 11MR1997 MICRO-PAK, CLES FORMED OF SURFACTANTS AND STEROIDS	CLES FORMED OF SURFACTANTS	STEROIDS						
SURFACTANTS AND	WALLACH,		63-502979	08MR1988			ICRO-PAK,	INC.
	LIPID VESICLES FORMED OF SURFACTANTS AND	STEROIDS						

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Current Owner	MICRO-PAK, INC	MICRO-PAK, INC.	MICRO-PAK, INC	MICRO-PAK, INC	MICRO-PAK, INC.	MICRO-PAK, INC	MICRO-PAK, INC.	MICRO-PAK, INC.	MICRO-PAK, INC.	MICRO-PAK, INC.	MICRO-PAK, INC	MICRO-PAK, INC.	OH CAC		NICRO-PAK, INC.	MICRO-PAK, INC.		MICRO-PAK, INC.	MICRO VESICULAR		MICRO VESICULAR	ONT ARG - OGGT M		MICRO-PAK, INC		MICRO-PAK, INC	ONT MAD COOLEM
	4911928 27MR1990	605581 08MR1988	PI8807410-2 08MR1988	1289419 24SE1991	0352282 08JA1992	5147723 15SE1992	5474848 12DE1995	P3867637.0-08 08JA1992	0352282 08JA1992	0352282 08MR1988	2589173 05DE1996	106114 15001996	00014401 640555		1332153 27SE1994	5000960 19MR1991			4959341 25SE1990		5073202 17DE1991	10013111 900003		5019392 28MY1991		5104736 14AP1992	500111401 676765
App Date	03MR1988	08MR1988	08MR1988	11MR1988	08MR1988	29N01989	03FE1994	08MR1988	08MR1988	08MR1988	08MR1988	08MR1988		TOWKISSS	17AU1989	19381989		10381990	09MR1989		12JL1990	00013000	0000	20DE1988		26JE1989	12551991
App No	07/157571	15416/88	PI8807410-2	561290	88 90 3062.3	07/443516	08/200351	88 90 3062,3	88 90 3062.3	88 90 3062.3	63-502980	701447788		C 19 6 7 7	608638	07/300013		2046893	07/320944		07/552587	9011907	001/07//0	07/286731		07/371738	C.C.O.D.C.
Status	9	O	G	ၒ	ဗ	o	g	<sub>o</sub>	IJ	o	o	o	, ,	و	IJ	c	ı	ÇL.	ن		ဗ	Ç	,	U		IJ	Ç
Ctry	 USA	ASTL	BRAZ	CANA	TIMS	USA	USA	GERW	FRAN	GBRI	JAPA	KORS	! !	NEWS	CANA	ASII		CANA	USA			RBING SPONGE	¢ n o	USA		USA	401
Inventor	WALLACH DONALD	LIPID VESICLES WALLACH DONALD	LIPID VESICLES WALLACH DONALD	LIPID VESICLES WALLACH DONALD F H	LIPID VESICLES WALLACH DONALD	LIPID VESICLES WALLACH DONALD	LIPID VESICLES WALLACH DONALD F H	LIPID VESICLES WALLACH DONALD	LIPID VESICLES WALLACH DONALD	PAUCILAMELLAR LIPID VESICLES NVR-0031GB WALLACH DONALD FH	LIPID VESICLES WALLACH DONALD	LIPID VESICLES WALLACH DONALD	PAUCILAMELLAR LIPID VESICLES	NVK-UUSINZ PAUCILAMELLAR LIPID VESICLES	WALLACH DONALD F H	IUMECTANT WALLACH DONALD	PROTEIN COUPLING TO LIPID VESICLES	WALLACH DONALD	PROTEIN COUPLING OF LIFTD VESICLES NVR-0036	SUPERABSORBING SPONG	WALLACH DONALD	METHOD OF USING BIODEGRADABLE SUPERABSORBING	ENCAPSULATION IONOPHORE GROWTH FACTORS	WALLACH DONALD F H		WALLACH DONALD F H	MALIACH DONALD F D
Docket No.				PAUCILAMELLAR NVR-0031CA	PAUCILAMELLAR NVR-0031CH			PAUCILAMELLAR NVR-0031DE	PAUCILAMELLAR NVR-0031FR	PAUCILAMELLAR NVR-0031GB	PAUCILAMELLAR NVR-0031JP	LAR	PAUCILAMELLAR	NOK-003INZ PAUCILAMELLAR	NVR-0034CA	ENCAPSULATED HUMECTANT NVR-0015	PROTEIN COUPLI	NVR-0035CA	PROTEIN COUPLI	DABLE	NVR-0036DV	METHOD OF USIN	ENCAPSULATION	NVR-0038	ENCAPSULATION OF	NVR-0041	NVP-004672

- Docket No. Inventor	Ctry Status	App No	App Date	Pat No. Grant Dt	Current Owne	i.
HVR-0046CN4 WALLACH DONALD F.H.	USA G	08/456283	31MY1995	5628936 13MY1997		INC.
ILAMEL	USA G	07/410650	21SE1989	5019174 28MY1991	MICRO-PAK,	INC.
LIPOSOMAL CLEANER NVR-0049 WALLACH DONALD	USA G		21SE1989	5032457 16JL1991	MICRO-PAK,	INC.
PAUCILAMELLAR LIPID VESICLES USING MAR-0049AU	CHARGE-LOCALIZED, ASTL G	SINGLE CHAIN 64098/90	NONPHOSPHO 185E1990	NONPHOSPHOLIFID SURFACTANT 90 633631 18SE1990	MICRO-PAK,	INC.
LAR LII	CHARGE-LOCALIZED,	SINGLE CHAIN 90 91 3925.5	NONPHOSPHO 18SE1990	NONPHOSPHOLIPID SURFACTANT 90 0493441 18SE1990	MICRO-PAK,	INC.
LAR LII	ĭ	SINGLE CHAIN,	NONPHOSPHO	NONPHOSPHOLIPID SURFACTANTS	MICRO-PAK,	INC.
NVR-0049BR WALLACH DONALD PAUCILAMELLAR LIPID VESICLES USING	BRAZ F CHARGE-LOCALIZED,	SINGLE C	HOSETSST	NONPHOSPHOLIPID SURFACTANT		CNI
INR-0049CA WALLACH DONALD F H	CANA G		18SE1990	90 ZO6661/ 14AF1998	MICKO-FAN,	
PAUCILAMELLAR LIPID VESICLES USING	CHARGE-LOCALIZED, SWIT G	SINGLE-CHAIN, 90 91 3925.5	18SE1990	0493441 18SE1990	MICRO-PAK,	INC.
CAR LIP	Ä	SINGLE CHAIN,	NONPHOSPH	NONPHOSPHOLIPID SURFACTANTS	MTCRO-PAK	INC
NVR-0049DE WALLACH DONALD F H	GERM G	Phylipotal 1-08	183E1390	SOUTH THE STANTS		
PAUCILAMELLAR LIPID VESICLES USING	CHANGE-LOCALIZED,		18SE1990	0493441 18SE1990	MICRO-PAK,	INC.
NVK-0049FK WALLACH BOWALD F R PAUCILAMELLAR LIPID VESICLES USING	$\preceq$	SINGLE CHA	HONPHOSPH	NONPHOSPHOLIPID SURFACTANTS		
NVR-0049GB WALLACH DONALD F H	CBRI C		18SE1990	0493441 18SE1990	MICRO-PAK,	INC.
LAR LIP	Ĵ.	SINGLE CHA	HASOHANON	NONPHOSPHOLIPID SURFACTANIS	MAD LOGOTA	CNI
NVR-0049JP WALLACH DONALD FH	JAPA F	02-513089	18SE1990	u E		
PAUCILAMELLAR LIPID VESICLES USING	CHARGE-LOCALIZED	SINGLE CHAIN NONPHOSPHOLIFIDSONFACIONIS 07/521086 09MY1990	HOLIFIDSORFACIAN 09MY1990	5049395 17SE1991	MICRO VESICULAR	ULAR SYSTEMS, INC.
מים יום מים						
	CANA G	2087176	16711991	2087176 01JL1997	MICRO VESICULAR	ULAR SYSTEMS, INC.
SHAMPC				20010001 100000	X40 - CO CTX	TNC
NVR-0060CN WEINSTEIN BENJAMIN	USA G	057608/70	1/DE1991		discus-rous	
RINSE-FREE SHAMPOO MATHIR RAITV	USA	07/587240	24SE1990	5234915 10AU1993	MICRO-PAK,	INC.
DABLE GEL						
NVR-0078 WALLACH DONALD	USA G	07/598120	160C1990	5160669 03NO1992	MICKO-PAK,	INC.
MAKING	Ē				A COOLA	CMT
NVR-0078BE WALLACH DONALD F H	BELG	91 92 0355.4	15001991	/661WC80 1/68660	, A&4 - D&0 + E	
METHOD OF MAKING OIL FILLED PAUCILAMELLAR	LIPID VESICLES	2091526	150C1991		MICRO-PAK,	INC.
ONLAND	ŭ					
	SWIT	91 92 0355.4	15001991	0558571 08JA1997	MICRO-PAK,	INC.
MAKING	LIPID VESICLES					
	GERM G	91 92 0355.4	150C1991 691 2	24 108.2-0 08JA1997	MICRO-PAK,	INC.
AKING			1001001	0558571 08.TA1997	MICRO-PAK	INC
NVR-0078FR WALLACH DONALD F H WETHON OF MAKING OIL FILLED PAUCILAMELLAR	FRAN G LIPID VESICLES	# · cc c n 7 x T K	12001331			· ?

Docket No. Inventor	Status	App No	App Date	Pat No. Grant Dt	Current Owner
78GB OF MAKING	GBRI G	91 92 0355.4	150C1991	0558571 08JA1997	MICRO-PAK, INC.
	LIPID VESICLES LIPID VESICLES	04-500743	150C1991		MICRO-PAK, INC.
NVR-0082 WALLACH DONALD FH LIPID VESICLES HAVING N N-DIMETHYLAMIDE	THEIR	07/735645 PRIMARY LIPID	25JL1991	5213805 25MY1993	MICRO-PAK, INC.
NVR-0082CA WALLACH DONALD FH • LIPID VESICLES HAVING N N-DIMETHYLAMIDE	AS THEIR	2114836 PRIMARY LIPID	21JL1992		MICRO-PAK, INC.
NVR-0083 LIPID VESICLES HAVING AN ALKYD AS A	MATERIAL	07/654327	12FE1991	5164191 17NO1992	MICRO-PAK, INC.
NVR-0086 HENDERSON SHERYL LYNN GAS AND OXYGEN CARRYING LIPID VESICLES		07/662850	01MR1991	5219538 16JE1993	MICRO-PAK, INC.
NVR-0086JP HENDERSON SHERYL LYNN GAS AND OXYGEN CARRYING LIPID VESICLES	JAPA F	04-507835	26FE1992		MICRO-PAK, INC.
NVR-0091AU ALBERT ELIZABETH C LIPID VESICLE CONTAINING WATER-IN-OIL	ASTL GEMULSIONS	17940/92	25MR1992	654858 25MR1992	MICRO VESICULAR SYS
370	CANA F EMULSIONS	2108039	25MR1992		MICRO-PAK, INC.
NVR-0091CH ALBERT, ELIZABETH C. LIPID VESICLE CONTAINING WATER-IN-OIL	SWIT G EMULSIONS	92 91 0447.9	25MR1992	0577751 11NO1998	MICRO-PAK, INC.
CLE CON	USA G EMULSIONS	07/909112	08JL1992	\$256422 260C1993	MICRO-PAK, INC.
CLE CON	GERM G EMULSIONS	69227580.0-08	25MR1992	0577751 11NO1998	MICRO-PAK, INC.
ALBERT, CLE CONTAINING	FRAN G EMULSIONS	92 91 0447.9	25MR1992	0577751 11NO1998	MICRO-PAK, INC.
ALBERT, TLE CONTAINING	GBRI G EMULSIONS	92 91 0447.9	25MR1992	0577751 11NO1998	MICRO-PAK, INC.
TE CON	ITAL G EMULSIONS	92 91 0447.9	25MR1992	0577751 11NO1998	MICRO-PAK, INC.
JP SICLE CON	JAPA F EMULSIONS	04-510613	25MR1992		MICRO-PAK, INC.
PID VES	USA G	07/761253	17SE1991	5260065 09NO1993	MICRO-PAK, INC.
PID VES	ASTL G	24930/92	20AU1992	655072 23MR1995	MICRO-PAK, INC.
PID VES	CANA F	2119250	20AU1992		MICRO-PAK, INC.
PID VES	EPC F	92 91 8622.9	20AU1992		MICRO-PAK, INC.
INHIBI	CANA F	2153780	03JA1994		MICRO-PAK, INC.
NVR-0127CN VARANELLI, CAROL METHOD OF INHIBITING VIRAL REPRODUCTION	USA G	08/265506	24JE1994	5561062 01001996	MICRO-PAK, INC.

Docket No. Inventor	Ctry	Status	App No	Dat	Pat No. Grant Dt	ū	er
NVR-0127ZA VARANELLI CAROL METHOD AND INHIBITING VIDAL PERSONMETON	SAFR		94/0102	07JA1994	94/0102 07JA1994	MICRO-PAK,	INC.
	NSA	ဗ	08/335207	07NO1994	5510117 23AP1996	MICRO-PAK,	INC.
	USA	<b>o</b>	08/210645	18MR1994	5490985 13FE1996	MICRO-PAK,	INC.
NVR-0209AU MATHUR, RAjiv LIPID VESICLES CONTAINING AVOCADO OIL	ASTL G	GTETABLES	10418/95	250C1994	693488 05NO1998	MICRO-PAK,	INC.
MATHUR, RAJIV CONTAINING AVOCADO	USA G		08/583667	05JA1996	5643600 01JL1997	MICRO-PAK,	INC.
MATHUR, Rajiv CLES CONTAINING AVOCADO	CANA		2177696	250C1994		MICRO-PAK,	INC.
CLES	EPC	EPC F UNSAPONIFIABLES	95 90 1030.7	250C1994		MICRO-PAK,	INC.
NVR-0209JP MATHUR, RAJIV LIPID VESICLES CONTAINING AVOCADO OIL	JAPA UNSAPON	JAPA F UNSAPONIFIABLES	07-516744	250C1994		MICRO-PAK,	INC.
NVR-0213BR WRIGHT CRAIG D. VACCINES CONTAINING PAUCILAMELLAR LIPID ADIIIVANTS	BRAZ VESICLES	F S AS IMMUNOLOGICAL		11JA1995 CCINES CONTAI	PI9506885-6 11JA1995 ADJUVANTS VACCINES CONTAINING PAUCILAMELLAR LIPID	MICRO-PAK, INC D VESICLES AS	INC. IMMUNO
	CANA	(E)		11JA1995		MICRO-PAK,	INC.
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NVR-0213MX WRIGHT, CRAIG D. VACCINES CONTAINING PAUCILAMELLAR LIPID	MEXI VESICLES	F. S. AS. IMMUNOLOGGICAL	9603547	11JA1995		MICRO-PAK, 1	INC.
NVR-0214 RAJIV MATHUR PROPYLENE GLYCOL STEERETE VESTOFES	USA			08NO1993	5439967 08AU1995	MICRO-PAK,	INC.
	ASTL	o	80881/94	250C1994	697245 14JA1999	MICRO-PAK,	INC.
CLYCOL	CANA	ĵt.	2175472	250C1994		MICRO-PAK,	INC.
GLYCOL	EPC	Ĺt.	94 93 1998.2	250C1994		MICRO-PAK,	INC.
NVR-0214JP RAJIV MATHUR PROPYLENE GLYCOL STEARATE VESICLES	JAPA	£4,	07-513849	250C1994		MICRO-PAK,	INC.
NVR-0215 MATHUR RAJIV SUCROSE DISTEARATE LIPID VESICLES	USA	o	08/148885	08NO1993	5405615 11AP1995	MICRO-PAK, 1	INC.
NVR-0215CA MATHUR RAJIV SUCROSE DISTEARATE LIPID VESICLES	CANA	ſ£,	2175471	25001994		MICRO-PAK, 1	INC.
NVR-0215JP MATHUR RAJIV SUCROSE DISTEARATE LIPID VESICLES	JAPA	Ĩź.	07-513848	250C1994		MICRO-PAK, I	INC.

Docket No.	Inventor	Ctry	Status	App No	App Date	Pat No. Grant Dt	Current Owner
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NVR-0216AU	WALLACH DONALD F.H.	ASTL	o	14383/95	14383/95 15DE1994	680996 04DE1997	MICRO-PAK, INC.
METHOD OF TRAN	METHOD OF TRANSMITTING A BIOLOGICALLY ACTIVE MATERIAL TO A CELL	MATERIAL	TO A CELL				
NVR-0216CA	WALLACH DONALD F.H.	CANA	Ľt.	2177695	2177695 15DE1994		MICHOLDAR INC
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NVR-0216CN	WALLACH, DONALD F.H.	USA	Ů	08/420324 11AP1995	11AP1995	5665380 09SE1997	MICRO-PAK, INC.
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NVR-0216EP	WALLACH DONALD F.H.	EPC	95	95 90 5979.1 15DE1994	15DE1994		MICRO-PAK, INC.
METHOD OF TRAN	METHOD OF TRANSMITTING A BIOLOGICALLY ACTIVE MATERIAL TO A CELL	MATERIAL					
NVR-0216JP	WALLACH DONALD F.H.	JAPA	بنآ	07-516980 15DE1994	15DE1994		MICRO-PAK, INC.
METHOD OF TRAN	METHOD OF TRANSMITTING A BIOLOGICALLY ACTIVE MATERIAL TO A CELL	MATERIAL	TO A CELL				
WVR-0282	WRIGHT CRAIG	USA		08/246868	20MY1994	5547677 20AU1996	CMI X4V4VON
ANTINICROBIAL	ANTIMICROBIAL OIL-IN-WATER EMULSIONS				•		
NVR-0300CA	WALLACH, DONALD F.H.	CANA	ĨL.	2204398	2204398 260C1995		MTCRO-PAK INC
EPOXY ESTER VE	EPOXY ESTER VESICLES AND PAINTS						
NONOXYNOL-CONT	HVR-0303 WRIGHT M.D., D. CRAIG NONOXYNOL-CONTAINING LIPID VESICLES WITH	USA ANTI-VIR	USA G 08/6610 ANTI-VIRAL AND SPERMACIDAL ACTIVITY	08/661051 ACTIVITY	07JE1996	5700679 23DE1997	NOVAVAX, INC.

Docket No.	Inventor	Ctry	Ctry Status	App No	App Date	Pat No. Grant Dt	Current Owner
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NVR-0308CA	WEINER. NORMAN	ANAC	ú	1301166	30019305	· ·	
STIMULATION OF	STIMULATION OF HAIR FOLLICLES		•	10/11/1			REGENTS OF UNIVERSITY OF MICHIGAN
NVR-0308CPA	WEINER, NORMAN	USA G	g	08/539865 08.TA1998	08.1A1998	5834014 10NO1998	MACINGIA SO VETS GRAVINI SO SENGORS
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RO NOTTALIMITES	STIMILATION OF HAIR FOLLINGE		ı	•			MEGENIA OF CHIVENELLI OF MICHIGAN

# SCHEDULE C

1. License Agreement between Micro-Pak, Inc. and Igen, Inc., dated December 13, 1995.

#### Exhibit I

#### PATENT ASSIGNMENT

WHEREAS, IGEN, INC., a Delaware corporation ("Grantor") is the registered owner of: (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents"); (ii) the applications for Letters Parent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"), which are registered with the United States Patent and Trademark Office.

WHEREAS, in conjunction with the Patents and Applications, Grantor may use or adopt any reissues, extensions, divisions or continuations of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); may be entitled to all future royalties or other fees paid or payments made to Grantor in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights") and may be entitled to profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims') (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").
WHEREAS,, ("Grantee") having a place of business atis desirous of acquiring said Patent Collateral;
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Patent Assignment is recorded with the United States Patent and Trademark Office.
IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the day of
IGEN, INC.
By:As Attorney-in-fact
As Attorney-in-fact

STATE OF COUNTY OF	: : S.S. :
personally appeared known behalf of IGEN, INC. ("Gr	before me, a Notary Public for the said County and State, to me or satisfactorily proven to me to be attorney-in-fact on antor") and s/he acknowledged to me that s/he executed the ent on behalf of Grantor, and as the act and deed of Grantor for ned.
IN WITNESS WHEREOF	, I hereunto set my hand and official seal.
	Notary Public
My Commission Expires:	

### CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA	:	
STATE OF	:	SS
COUNTY OF	:	

On this of October, 1999 personally appeared, to me known and being duly sworn, deposes and says that the is <u>CFO</u> of IGEN, INC., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in the him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires:

Notarial Seal Carolyn Elliott, Notary Public Philadelobia, Philodelopia Causty 100, problems Esched 1111 0

## **ACCEPTANCE**

The undersigned, AMERICAN CAPITAL STRATEGIES, LTD., as aforesaid, accepts the foregoing Agreement as of the Aday of October, 1999 in Bethesda, Maryland.

AMERICAN CAPITAL STRATEGIES, LTD.

By:

Title:

#### ARNOLD & PORTER

555 TWELFTH STREET, N.W. WASHINGTON, D.C. 20004-1206

(202) 942-5000 FACSIMILE: (202) 942-5999 NEW YORK

DENVER

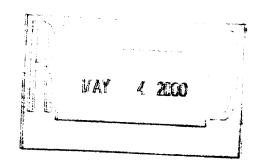
LOS ANGELES

LONDON

May 1, 2000

#### By First Class Mail

Commissioner for Patents and Trademarks 2900 Crystal Drive Third Floor Finance Window Arlington, Virginia 22202-3513 Box ASSIGNMENTS FEE



Dear Sir or Madam:

On behalf of American Capital Strategies, Ltd., I enclose the following documents for filing:

- 1) Recordation Form cover sheet assigning security interests in certain patents from Igen, Inc. to American Capital Strategies, Ltd.
- 2) Supporting Patent Security Agreement
- 3) Stamped return-receipt post-card.

If there are any additional fees due in connection with the filing of these assignment documents, please charge them to Arnold & Porter's deposit account, number 01-2510.

If there are any questions concerning the filing of these documents, please contact the undersigned at 202-942-5957.

Sincerely,

Syreeta Anderson

#### Enclosure

I hereby certify that this correspondence is being deposited with the U. S. Postal Service as First Class Mail with sufficient postage in an envelope addressed to the following address on May 1, 2000:

U.S. Patent and Trademark Office

Commissioner for Patents and Trademarks

2900 Crystal Drive

Arlington, VA 22202-3513

Box ASSIGNMENT FEE

Syreeta Anderson

#### **POWER OF ATTORNEY**

IGEN., INC., a Delaware corporation, ("Grantor"), hereby authorizes AMERICAN CAPITAL STRATEGIES, LTD., its successors and assigns, and any officer or agent thereof (collectively, "Lender") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Patent Collateral (as defined in the Patent Agreement), to grant or issue any exclusive or nonexclusive license under the Patent Collateral to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Lender as it may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall law fully do or cause to be done by virtue hereof.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this Aday of October, 1999.

IGEN, INC.

Name: M He

Title:

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RECORDED: 05/04/2000