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04-02-2001

FORM PTO-1595

(Rev. 6-93)

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

RE



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101654876

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CIBUS Pharmaceutical, Inc.

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

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

Venture Lending Division of the Cupertino National Bank
Three Palo Alto Square, Suite 150
Palo Alto, California 94306

3. Nature of Conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other: Agreement

Additional name(s) attached? ☐ Yes ☒ No

Effective Date: 12/23/97, executed 2/21/01

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

1. 5,641,511 issued 6/24/97
2. 5,993,860 issued 11/30/99
3. 6,063,402 issued 5/16/00
4. 5,656,294 issued 8/12/97
5. 5,811,388 issued 9/22/98

Additional numbers attached? ☐ Yes ☒ No

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

Tom M. Moran
Cooley Godward LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306-2155

6. Total number of application and patents involved: 5

7. Total Fee (37 CFR 3.41).....\$200.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3117

(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.

Reg. No.: 26.314

Name of Person Signing: Tom M. Moran

Signature:

Date: February 28, 2001

Total number of pages including cover sheet, attachments, and document: 5

Express Mail Label No. _____

Date of Deposit: _____

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Box Assignment, Director, U.S. Patent and Trademark Office, Washington, D.C. 20231.

Date: _____

By: _____

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AGREEMENT

This document confirms an agreement effective December 23, 1997 by and between the Venture Lending Division of the Cupertino National Bank (the "Bank"), having an address at Three Palo Alto Square, Suite 150, Palo Alto, California 94306, and CIBUS Pharmaceutical, Inc. ("CIBUS"), a company having a previous address at 887 Mitten Road, Suite 200, Burlingame, California 94010.

WHEREAS, the parties previously entered into a Loan And Security Agreement dated as of March 7, 1997 ("Loan Agreement") as well as a Collateral Assignment, Patent Mortgage and Security Agreement ("Security Agreement") dated as of March 7, 1997; and

WHEREAS, the Security Agreement was recorded with the U.S. Patent and Trademark Office on March 21, 1997 at reel/frame 8412/0572; and

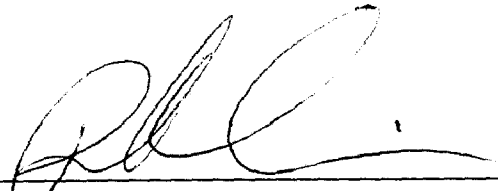
WHEREAS, an event of default occurred under the Loan Agreement; and

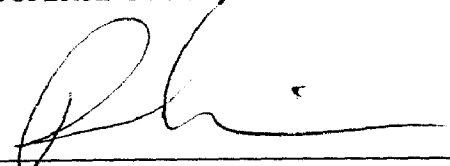
WHEREAS, the Bank sent a Notice of Default and Acceleration To CIBUS dated December 16, 1997 (attached as Exhibit 1) and further sent to CIBUS a Notice Pursuant to Section 9504 of the California Uniform Commercial Code on December 16, 1997 (attached as Exhibit 2) informing CIBUS that it was to assemble the Collateral under the agreements in preparation for a private sale or other disposition of the Collateral by the Bank under Section 9504; and

WHEREAS, under Section 6(b) of the Security Agreement, the Bank was appointed CIBUS' attorney-in-fact to act on behalf of CIBUS after the occurrence of an Event of Default,

NOW THEREFOR, the parties hereby agree as follows:

CIBUS hereby confirms assignment to the Bank its entire right, title and interest in and to all of the Collateral included within the scope of the March 7, 1997 Security Agreement and the notices of December 16, 1997.


CUPERTINO NATIONAL BANK


CIBUS PHARMACEUTICAL, INC.
by CIBUS' Attorney-in-fact

NOTICE OF DEFAULT AND ACCELERATION

To: Cibus Pharmaceutical, Inc.
887 Mitten Road, Suite 200
Burlingame, CA 94010
Attn: Duffy DuFresne

From: Venture Banking Group, a division of
Cupertino National Bank
Three Palo Alto Square, Suite 150
Palo Alto, CA 94306
Attn: Jon K. Krogstad

Date: December 16, 1997

Notice is hereby given that an Event of Default has occurred under the Loan and Security Agreement dated as of March 7, 1997, as amended from time to time (the "Loan Agreement"), between Cibus Pharmaceutical, Inc. ("Cibus") and Venture Banking Group, a division of Cupertino National Bank ("Bank") (formerly known as "Venture Lending"). As stated in the Notice of Default dated December 1, 1997 to you, a Material Adverse Change occurred, which constitutes an Event of Default under the Loan Agreement. In addition, the Maturity Date under the Loan Agreement is December 15, 1997, on which date all amounts outstanding under the Loan Agreement were immediately due and payable in accordance with the Loan Agreement.

Pursuant to Section 9.1(d) of the Loan Agreement, please assemble the Collateral, as defined in the Loan Agreement, at your offices for our immediate inspection in anticipation of such sale or other disposition.

Please direct any questions on this notice to the undersigned at (650) 813-3815.

VENTURE BANKING GROUP, a division of
CUPERTINO NATIONAL BANK & TRUST

By. 

Jon K. Krogstad
Vice President

NOTICE PURSUANT TO CALIFORNIA UNIFORM COMMERCIAL CODE

To: Cibus Pharmaceutical, Inc.
887 Mitten Road, Suite 200
Burlingame, CA 94010
Attn: Duffy DuFresne

From: Venture Banking Group, a division of
Cupertino National Bank
Three Palo Alto Square, Suite 150
Palo Alto, CA 94306
Attn: Jon K. Krogstad

Date: December 16, 1997

Notice is hereby given pursuant to Section 9504 of the California Uniform Commercial Code that, on or after 5:00 p.m. Pacific Standard Time, December 23, 1997, Venture Banking Group, a division of Cupertino National Bank (formerly known as "Venture Lending"), will conduct a private sale or other disposition of the Collateral, as defined in the Loan and Security Agreement (the "Loan Agreement") dated as of March 7, 1997, between Cibus Pharmaceutical, Inc. ("Cibus") and Venture Banking Group, a division of Cupertino National Bank ("Bank"). A description of the Collateral is attached hereto as Exhibit A and Exhibit A-1.

Pursuant to Section 9.1(d) of the Loan Agreement, please assemble the Collateral at your offices for our immediate inspection in anticipation of such sale or other disposition.

Please direct any questions on this notice to the undersigned at (650) 813-3815.

VENTURE BANKING GROUP, a division of
CUPERTINO NATIONAL BANK & TRUST

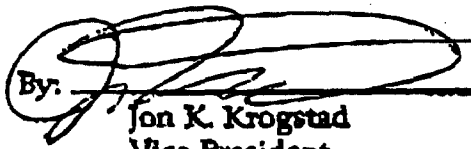
By: 
Jon K. Krogstad
Vice President

EXHIBIT A

The Collateral shall consist of all right, title and interest of Borrower in and to the following:

- (a) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (b) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower's Books relating to any of the foregoing;
- (c) All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;
- (d) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's Books relating to any of the foregoing;
- (e) All documents, cash, deposit accounts, securities, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Borrower's Books relating to the foregoing;
- (f) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and
- (g) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

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