

RECORDATION FORM COVER SHEET
PATENTS ON

06-15-2001

U.S. COMMERCE
Patent Office

101752568

Tab settings 0 0 0 0

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

1. Name of conveying party(ies):

- Connetics - CSMC 6-17-01
- FARD - UCLA
- Cedars-Sinai
- Prometheus

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

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

Name: Credit Suisse First BostonInternal Address: as Collateral AgentStreet Address: Eleven Madison Ave.City: New York State: NY ZIP: 10010Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 30, 2001

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)

5937479See Exhibit A attached hereto

B. Patent No.(s)

See Exhibit A attached heretoAdditional numbers attached? ☒ Yes ☐ No

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

Return To

30757

National Corporate Research, LTD.

225 W. 34th St., Suite 910

New York, N.Y. 10122

(800) 221-0102 (212) 947-7200

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41):

\$320⁰⁰☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

06/14/2001 LMUELLER 00000164 5932429

01 FC:581

320.00 PP

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.

MAUREEN P. MURPHY
Name of Person SigningMaureen P. Murphy 6/7/01
Signature DateTotal number of pages comprising cover sheet 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 011874 FRAME: 0940

EXHIBIT A

PATENTS

Schedule 2(e) to Security Agreement

Intellectual Property Collateral

The following is a list of patents wholly or jointly-owned by the Company or its Subsidiary:

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	Cedars-Sinai, Prometheus	U.S.	Patent #5,932,429 issued 8/3/99
5/12/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1-Cytokine Therapy	Cedars-Sinai, Prometheus	U.S.	Patent #6,183,951 issued 2/6/01
5/15/1998		Inflammatory Bowel Disease First Step Assay System	Prometheus	U.S.	Patent #6,218,129 issued 4/17/01
	Connetics				4,200,738
	Connetics				4,115,642
	Connetics				4,125,711
	Connetics				4,125,710
3/31/98	FARO	Use of Azathioprine to treat Crohn's disease.			5,733,915

The following is a list of wholly or jointly-owned patents applications held by the Company or its Subsidiary:

Filing Date	Holder	Title	Assignment	Country	Patent Application Number
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	Cedars-Sinai, Prometheus	PCT	National Stage
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1-Cytokine Therapy	CSMC & Prometheus	PCT	National Stage
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Canada	In-Process
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Europe	In-Process
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Israel	In-Process

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Application Number
5/11/1999		Inflammatory Bowel Disease First Step Assay System	Prometheus	PCT	National Stage
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Canada	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Europe	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Israel	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Norway	In-Process
11/2/1999		Diagnosis, Prevention, and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA + Prometheus	U.S.	In-Process
5/19/2000		Methods of Determining Thiopurine Methyltransferase Activity	Prometheus	U.S.	In-Process
10/13/2000		Methods of Diagnosing and Treating Crohn's Disease Using Pseudomonas Antigens	Prometheus	U.S.	In-Process
5/11/1999		Inflammatory Bowel Disease First Step Assay System	Prometheus	Canada	In-Process
5/11/1999		Inflammatory Bowel Disease First Step Assay System	Prometheus	Europe	National Phase
3/28/2001		IBD-Associated Microbial Nucleic Acid Molecules	UCLA + Prometheus	U.S.	In-Process

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

SECURITY AGREEMENT

SECURITY AGREEMENT (the "Agreement"), dated as of April 30, 2001, made by PROMETHEUS LABORATORIES, INC., a California corporation (the "Borrower"), and EACH OF THE SUBSIDIARY GUARANTORS LISTED ON THE SIGNATURE PAGES HERETO OR FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (collectively, the "Subsidiary Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Subsidiary Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of Credit Suisse First Boston, in its capacity as collateral agent for the lending institution (the "Lender") from time to time party to the Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent") for the benefit of the Lender.

R E C I T A L S :

- A. Reference is made to that certain Loan Agreement, dated as of April 30, 2001, by and among the Borrower, the Subsidiary Guarantors named therein and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; all defined terms used herein but not defined herein shall have the meaning assigned to such terms in the Loan Agreement), providing, subject to the terms and conditions thereof, for extensions of credit to be made by Lender to Borrower.
- B. The Borrower owns, directly or through its subsidiaries, all of the issued and outstanding shares of each of the Subsidiary Guarantors.
- C. Each Subsidiary Guarantor has, pursuant to the Loan Agreement, among other things, guaranteed (the "Guarantee") the obligations of the Borrower under the Loan Agreement and the other Loan Documents.
- D. Each Subsidiary Guarantor will receive substantial benefits from the execution, delivery and performance of the Loan Documents and each is, therefore, willing to enter into this Agreement.
- E. Each Pledgor is or will be the legal and/or beneficial owner of the Pledged Collateral (as hereinafter defined) to be pledged by it hereunder.
- F. It is a condition to the obligations of the Lender to make the Loans under the Loan Agreement that each Pledgor execute and deliver the applicable Loan Documents, including this Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and Collateral Agent hereby agree as follows:

Section 1. Definitions. The following terms shall have the following meanings. Such definitions shall be applicable equally to the singular and plural forms of the terms defined.

"Accounts" shall mean, with respect to each Pledgor, collectively, (i) all "accounts," as such term is defined in the UCC and (ii) all (A) margin accounts, futures positions, book debts and other forms of obligations and receivables now or hereafter owned or held by or payable to such Pledgor relating in any way to or arising from the sale or lease of goods or the rendering of services by such Pledgor or any other party, including the right to payment of any interest or finance charge with respect thereto, together with all merchandise represented by any of the accounts, (B) all such merchandise that may be reclaimed or repossessed or returned to such Pledgor, (C) all of such Pledgor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin and sequestration, (D) all assets pledged, assigned, hypothecated or granted to, and all letters of credit, guarantee claims, Liens and security interests held by Pledgor to secure payment of any accounts and which are delivered for or on behalf of any account debtor, (E) all accessions to all of the foregoing described properties and interests in properties, (F) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection with the foregoing and (G) all evidence of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration offices.

"Chattel Paper" shall mean, collectively, with respect to each Pledgor, all "chattel paper," as such term is defined in the UCC.

"Copyrights" shall mean, collectively, with respect to each Pledgor, all copyrights owned by or assigned to and all copyright registrations and applications made by such Pledgor (whether statutory or common law and whether established or registered in the United States or any other country), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any copyrights, (ii) reissues, renewals, continuations and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

"Creditor" shall mean Lender or Collateral Agent and "Creditors" shall mean, collectively, Lender and Collateral Agent.

"Documents" shall mean, collectively, with respect to each Pledgor, all "documents," as such term is defined in the UCC, of such Pledgor, and in any event, shall include, without limitation, all receipts of such Pledgor covering, evidencing or representing Inventory or Equipment.

"Equipment" shall mean, collectively, with respect to each Pledgor, all "equipment," as such term is defined in the UCC, and, in any event shall include, without limitation, all machinery, apparatus, equipment, office machinery, electronic data-processing equipment, computers and computer hardware and software (whether owned or licensed), furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership, and all other equipment of every kind and nature owned by such Pledgor or in which such Pledgor may have any interest (to the extent of such interest) and all modifications, renewals, improvements, alterations, repairs, substitutions, attachments, additions, accessions and other property now or hereafter affixed thereto or used in connection therewith, all replacements and all parts therefor and together with all substitutes for any of the foregoing.

"General Intangibles" shall mean, collectively, with respect to each Pledgor, all "general intangibles," as such term is defined in the UCC, of such Pledgor and, in any event shall include, without limitation, (i) all of such Pledgor's rights, title and interest in, to and under all contracts and insurance policies, (ii) all know-how and warranties relating to any of the Pledged Collateral, (iii) any and all other rights, claims, choses-in-action and causes of action of such Pledgor against any other Person and the benefits of any and all collateral or other security given by any other Person in connection therewith, (iv) all guarantees, endorsements and indemnifications on, or of, any of the Pledged Collateral, (v) all lists, books, records, correspondence, ledgers, print-outs, files (whether in printed form or stored electronically), tapes and other papers or materials containing information relating to any of the Pledged Collateral, including, without limitation, all customer or tenant lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, appraisals, recorded knowledge, surveys, studies, engineering reports, test reports, manuals, standards, processing standards, performance standards, catalogs, research data, computer and automatic machinery software and programs and the like pertaining to the operations of such Pledgor or any of the Pledged Collateral, field repair data, sales data and other information relating to sales of products now or hereafter manufactured, distributed or franchised by such Pledgor, accounting information pertaining to such Pledgor's operations or any of the Pledged Collateral and all media in which or on which any of the information or knowledge or data or records relating to such operations or any of the Pledged Collateral may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, (vi) all licenses, consents, permits, variances, certifications, authorizations and approvals, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held by such Pledgor pertaining to operations now or hereafter conducted by such Pledgor or any of the Pledged Collateral, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation, and (vii) all rights to reserves, deferred payments, deposits, refund, indemnification or claims to the extent the foregoing relate to any Pledged Collateral and claims for tax or other refunds against any Governmental Authority relating to any Pledged Collateral.

“Goodwill” shall mean, collectively, with respect to each Pledgor, the entire goodwill connected with such Pledgor’s business and, in any event shall include, without limitation, (i) all goodwill connected with the use of and symbolized by any of the Intellectual Property Collateral in which such Pledgor has any interest, (ii) all know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures, formulae, descriptions, name plates, catalogs, confidential information, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Pledgor’s business.

“Governmental Authority” shall mean any federal, state, local, foreign or other governmental or administrative body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

“Instruments” shall mean, collectively, with respect to each Pledgor, all “instruments,” as such term is defined in the UCC, and in any event shall include, without limitation, all promissory notes, drafts, bills of exchange or acceptances.

“Intellectual Property Collateral” shall mean, collectively, the Patents, Trademarks, Copyrights, Licenses and Goodwill.

“Inventory” shall mean, collectively, with respect to each Pledgor, all “inventory,” as such term is defined in the UCC, of such Pledgor wherever located and of every class, kind and description and, in any event shall include, without limitation, (i) all goods consisting of inventory for sale or lease or to be furnished under contracts for service, merchandise, raw materials, work-in-process, returned goods, finished goods, samples and consigned goods (to the extent of the consignee’s interest therein), materials and supplies of any kind or nature which are or might be used in connection with the manufacture, printing, publication, packing, shipping, advertising, selling or finishing of any such goods and all other products, goods, materials and supplies, (ii) all inventory as is temporarily out of such Pledgor’s custody or possession, items in transit and any returns and repossession upon any Accounts and (iii) all substitutions therefor or replacements thereof, and all additions and accessions thereto.

“Licenses” shall mean, collectively, with respect to each Pledgor, all license and distribution agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright, whether such Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien, claim against title, hypothecation, assignment for security or charge against title of any kind (including any

agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof).

"Patents" shall mean, collectively, with respect to each Pledgor, all patents issued or assigned to and all patent applications and registrations made by such Pledgor (whether established or registered or recorded in the United States or any other country), together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof.

"Pledged Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Proceeds" shall have the meaning assigned to the term "proceeds" under the UCC and shall include, without limitation, any and all (i) proceeds of any insurance, indemnity, warranty or guarantee payable to Collateral Agent or to any Pledgor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to any Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral, by any Governmental Authority (or any person acting under color of a Governmental Authority), (iii) products of the Pledged Collateral, as the case may be and (iv) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

"Secured Obligations" shall mean, collectively, (i) the principal of and interest on the Loan made by Lender to, and the Note held by Lender of, Borrower and all other amounts from time to time owing to the Creditors by Borrower under the Loan Documents, (ii) all obligations of Subsidiary Guarantors under the Loan Agreement and the other Loan Documents (including, without limitation, in respect of their Guarantees under Section 14 of the Loan Agreement), (iii) all obligations of each Pledgor to the Creditors hereunder and (iv) in the case of each of (i) through (iii) above, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a).

"Trademarks" shall mean, collectively, with respect to each Pledgor, all trademarks (including service marks), logos, Federal, state and foreign trademark registrations and applications made by such Pledgor, common law trademarks and trade names owned by or assigned to such Pledgor and all registrations and applications for the foregoing, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof,

(iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof from time to time in the State of California; provided, however, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

Section 2. Representations and Warranties. Each Pledgor represents and warrants to Creditors that:

(a) Such Pledgor is the sole owner of the Pledged Collateral in which it has granted a security interest to Collateral Agent for the benefit of Lender pursuant to Section 3 hereof and no Lien exists upon such Pledged Collateral as of the date hereof and no Lien will exist upon such Pledged Collateral at any time (and no right or option to acquire the same which would become effective or in any event be consummated prior to repayment or other satisfaction in full of the Loan exists in favor of any other Person) except for Liens created by this Agreement or which constitute a Permitted Lien. The pledge and security interest created by this Agreement shall (upon the filing of UCC financing statements executed by the appropriate Pledgor in locations specified on Schedule 2(a) hereto or possession of Pledged Collateral which is required for perfection) constitute a first priority perfected pledge and security interest in and to all of such Pledged Collateral in which a security interest may be perfected by filing UCC financing statements or possession, subject only to Permitted Liens.

(b) There is no financing statement (or similar statement or instrument of registration under the Law of any jurisdiction) covering or purporting to evidence any Lien on the Pledged Collateral other than with respect to Permitted Liens.

(c) Except as set forth on Schedule 2(c) hereto, as of the date hereof such Pledge is not subject to any Capitalized Lease Obligation and no Equipment is subject to any indebtedness of such Pledgor for money borrowed to purchase such Equipment, in each case other than with respect to Permitted Liens.

(d) All Pledged Collateral comprising fixed assets other than mobile goods and inventory in transit is located at one or more of the locations shown on Schedule 2(d) hereto, or such new location not shown on Schedule 2(d) hereto as such Pledgor may establish pursuant to Section 5.06 hereof. The chief executive office and principal place of business of such Pledgor is shown on Schedule 2(d) hereto.

(e) Schedule 2(e) hereto sets forth a complete and correct list of all Intellectual Property Collateral comprising (i) federally registered (or applied for) Patents, Trademarks and Copyrights (other than any of the foregoing which has been abandoned or been determined by

such Pledgor in the exercise of its business judgment) and (ii) Licenses (other than commercial "shrink-wrap" or other mass market Licenses) which are material to such Pledgor's business and operations, in each case owned by such Pledgor on the date hereof which relate to any of the Pledged Collateral and the information relating to the registration or application on such Schedule for registration, if any, relating to the same.

(h) Such Pledgor has full corporate power, authority and legal right to pledge and grant the security interest in all of the Pledged Collateral pursuant to this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting creditors' rights generally and to general equitable principles.

(i) Except as heretofore obtained and in effect, no consent of any party (including, without limitation, stockholders or creditors of any Pledgor) and no consent, authorization, approval, or other action by, and except for filings of UCC financing statements as required under Section 2(a) hereof, recordings of the Security Agreement (or its functional equivalent) with the federal Patent and Trademark Office or the federal Copyright Office, no notice to or filing with any Governmental Authority or regulatory body or other Person is required on the part of any Pledgor either (x) for the pledge by such Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by such Pledgor, or (y) for the exercise by Collateral Agent of the rights and remedies in respect of such Pledged Collateral pursuant to this Agreement except for governmental licenses and permits which may be required in connection with the operation of a clinical laboratory business and the other business of such Pledgor and subject to patient confidentiality requirements under applicable law, and in the case of clause (y) above, such other notices or filings as may be required under the UCC or other applicable law.

(j) The execution, delivery and performance by such Pledgor of this Agreement does not (or with notice or lapse of time or both, will not) violate, conflict with or constitute a default under, or result in the termination of, or accelerate the performance required by, or result in there being declared void, voidable or without further binding effect any provision of any material contractual obligation to which such Pledgor is a party.

(k) Each Pledgor shall receive substantial benefit as a result of the execution, delivery and performance of the Loan Agreement.

Section 3. Collateral. As collateral security for the payment and performance in full when due of all the Secured Obligations, each Pledgor hereby pledges, assigns, transfers and grants to the Collateral Agent for its benefit and for the benefit of the Lender, a security interest in and pledge of all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Collateral"):

(i) Accounts;

- (ii) Inventory;
- (iii) Documents;
- (iv) Instruments;
- (v) Chattel Paper;
- (vi) Equipment;
- (vii) Intellectual Property Collateral;
- (viii) General Intangibles; and
- (ix) Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, the Pledged Collateral shall in no event include any contract, license or permit to which any Pledgor is a party or held by any Pledgor which would be rendered void or unenforceable by reason of its being included as part of the Pledged Collateral or which is not assignable by its terms, unless a consent to the assignment has been received by such Pledgor.

Section 4. [Intentionally Omitted]

Section 5. Further Assurances; Remedies. In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, each Pledgor hereby agrees with Lender and Collateral Agent as follows:

5.01. Delivery and Other Perfection. Each Pledgor shall:

(a) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of Collateral Agent) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable Collateral Agent to exercise and enforce its rights hereunder with respect to such pledge and security interest;

(b) subject to and consistent with Section 9(b) of the Loan Agreement, deliver to the Collateral Agent on or prior to the date hereof certificates of insurance (i) evidencing that the Pledged Collateral is insured, at such Pledgor's own expense and to the Collateral Agent's reasonable satisfaction, against fire, theft and all other risks to which the Pledged Collateral may be subject, in such amounts and with such deductibles as are currently maintained or such lower levels as are approved by the Collateral Agent and (ii) naming Collateral Agent as loss payee thereunder;

(c) keep full and accurate books and records relating to the Pledged Collateral, and stamp or otherwise mark all such material books and records in such manner as Collateral

Agent may reasonably require in order to reflect the security interests created by this Agreement;

(d) furnish to Collateral Agent upon its reasonable request statements and schedules further identifying and describing the Pledged Collateral and such other reports in connection with the Pledged Collateral, as Collateral Agent may reasonably request, all in reasonable detail; and

(e) upon the occurrence and during the continuance of any Event of Default, permit representatives of Collateral Agent to be present at such Pledgor's place of business to receive copies of all communications and remittances relating to the Pledged Collateral, and forward copies of any notices or communications received by such Pledgor with respect to the Pledged Collateral, all in such manner as Collateral Agent may require.

5.02. Transfers and Other Liens. No Pledgor shall (i) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Pledged Collateral in which Collateral Agent is not named as the sole secured party for the benefit of Lender except for filings evidencing Permitted Liens, (ii) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral pledged by it hereunder except as permitted required by the Loan Agreement or (iii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral pledged by it hereunder other than Permitted Liens; provided, however, that within thirty (30) days after the Effective Date (as defined in the Loan Agreement), each Pledgor shall provide the Collateral Agent with UCC searches evidencing the termination of all liens other than Permitted Liens; provided further that if such UCC searches do not evidence the termination of all liens other than Permitted Liens, each Pledgor shall provide additional UCC searches until such time as all liens other than Permitted Liens are terminated.

5.03. No Release. Nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral constituting general intangibles, accounts or contract rights or from any liability to any Person under or in respect of any of such Pledged Collateral or shall impose any obligation on Collateral Agent or Lender to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on Collateral Agent or Lender for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of each Pledgor contained in this Section 5.03 shall survive the termination of this Agreement and the discharge of such Pledgor's other obligations under this Agreement.

5.04. Events of Default, Etc. During the period during which an Event of Default shall have occurred and is continuing and from and after the acceleration by Lender of the obli-

gations of any Pledgor under the Loan Agreement and to the extent amounts remain outstanding under the Loan Agreement:

(a) Each Pledgor shall, at the request of Collateral Agent, assemble the Pledged Collateral owned by it at such place or places, reasonably convenient to both Collateral Agent and such Pledgor, designated in its request;

(b) Collateral Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Pledged Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms, of any of the Pledged Collateral;

(c) Collateral Agent shall have all of the rights and remedies with respect to the Pledged Collateral of a secured party under the UCC (whether or not the UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under applicable law in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by applicable law, to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Collateral as if Collateral Agent were the sole and absolute owner thereof (and each Pledgor agrees to take all such action as may be appropriate to give effect to such right);

(d) Collateral Agent in its discretion may, in its name or in the name of any Pledgor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Pledged Collateral, but shall be under no obligation to do so; and

(e) Collateral Agent may, upon ten (10) Business Days' prior written notice to any Pledgor of the time and place, subject in the case of any license issued by any Governmental Authority to the requirements of applicable law applicable to the transfer thereof, and subject to confidentiality requirements applicable to patient records, with respect to the Pledged Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of Collateral Agent, Lender or any of their respective agents, sell, lease, assign or otherwise dispose of all or any part of such Pledged Collateral, at such place or places as Collateral Agent deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and Collateral Agent or Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Pledged Collateral so disposed of at any public sale (or, to the extent permitted by Law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind in favor of such Pledgor, including any right or equity of redemption (statutory or otherwise), of such Pledgor, any such demand, notice and right or equity being hereby expressly waived and released. Collateral Agent may, without notice or publication, adjourn

any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

Collateral Agent agrees that any public or private sale of the Pledged Collateral will be held in a commercially reasonable manner. The proceeds of each collection, sale or other disposition under this Section 5.04 shall be applied in accordance with Section 5.08 hereof.

5.05. Deficiency. If the proceeds of sale, collection or other realization of or upon the Pledged Collateral pursuant to Section 5.04 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, each Pledgor shall remain liable for any deficiency.

5.06. Removals, Name Change, Etc. Without at least thirty (30) days' prior written notice to Collateral Agent, no Pledgor shall (i) cease to maintain any of its books and records with respect to the Pledged Collateral at any office or maintain its principal place of business at any place other than the address set forth in Schedule 2(d) hereof, (ii) unless such Equipment shall at all times continue to be subject to the perfected Lien of this Agreement, permit any Equipment to be located anywhere other than at the locations set forth in Schedule 2(d) hereto or (iii) change its corporate name, or the name under which it does business, from the name shown on the signature pages hereto.

5.07. Private Sale. No Creditor shall incur liability as a result of the sale of the Pledged Collateral, or any part thereof, at any private sale pursuant to Section 5.04 hereof conducted in a commercially reasonable manner. Each Pledgor hereby waives to the extent permissible under applicable law any claims against any Creditor arising by reason of the fact that the price at which the Pledged Collateral may have been sold at any such private sale held in a commercially reasonable manner was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Collateral Agent accepts the first offer received and does not offer the Pledged Collateral to more than one offeree.

5.08. Application of Proceeds. Except as otherwise herein expressly provided and except as provided below in this Section 5.08, the proceeds of any collection, sale or other realization of all or any part of the Pledged Collateral pursuant hereto, or as a result of the exercise of remedies pursuant to Section 5.04, shall be applied by Collateral Agent:

First, to the payment of the reasonable costs and expenses of such collection, sale or other realization, including, without limitation, reasonable out-of-pocket costs and expenses of Collateral Agent and the reasonable fees and expenses of its agents and counsel, and all reasonable expenses incurred and advances made by Collateral Agent in connection therewith;

Next, to the payment in full of the Secured Obligations, in each case equally and ratably in accordance with the respective amounts thereof then due and owing or as Lender holding the same may otherwise agree; and

Finally, to the payment to the applicable Pledgor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 5, "proceeds" of Pledged Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Pledged Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of such Pledgor or any issuer of or obligor on any of the Pledged Collateral.

5.09. Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to Collateral Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default, Collateral Agent is hereby appointed the attorney-in-fact of each Pledgor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments that Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, upon and during the continuance of any Event of Default, so long as Collateral Agent shall be entitled under this Section 5 to make collections in respect of the Pledged Collateral, Collateral Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of each Pledgor representing any dividend, payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.

5.10. Termination. When all Secured Obligations shall have been paid in full and the commitment of Lender under the Loan Agreement shall have expired or been terminated, this Agreement shall terminate, and Collateral Agent shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Pledged Collateral and money received in respect thereof, to or on the order of the appropriate Pledgor. Collateral Agent shall also execute and deliver to the appropriate Pledgor upon such termination or upon the sale or other disposition of Pledged Collateral to the extent such disposition is permitted by the Loan Agreement, such UCC termination statements and such other documentation as shall be reasonably requested by such Pledgor to effect the termination and release of the Liens on the Pledged Collateral.

5.11. Expenses. Each Pledgor agrees to pay to Collateral Agent all reasonable out-of-pocket expenses (including, without limitation, reasonable expenses for legal services of every kind) of, or incident to, the enforcement of any of the provisions of this Section 5, or performance by Collateral Agent of any obligations of such Pledgor in respect of the Pledged Collateral which such Pledgor has failed or refused to perform, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Pledged Collateral, and for the care of the Pledged Collateral and defending or asserting rights and claims of Collateral Agent in respect thereof, by litigation or otherwise, including expenses of insurance, in each case in accordance with the terms hereof, and all such expenses shall be Secured Obligations to Collateral Agent secured under Section 3 hereof.

5.12. Further Assurances. Each Pledgor agrees that, from time to time upon the written request of Collateral Agent, such Pledgor will execute and deliver such further documents and do such other acts and things as Collateral Agent may reasonably request in order fully to effect the purposes of this Agreement.

5.13. Reasonable Care. Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which Collateral Agent, in its individual capacity, accords its own property, it being understood that Collateral Agent shall not have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

Section 6. Miscellaneous.

6.01. No Waiver. No failure on the part of Collateral Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Collateral Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.02. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

6.03. Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient as specified pursuant to the Loan Agreement and shall be deemed to have been given at the times specified in the Loan Agreement.

6.04. Waivers, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by each Pledgor and Collateral Agent. Any such amendment or waiver shall be binding upon each Creditor, each holder of any of the Secured Obligations and each Pledgor.

6.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each Pledgor, Creditors and each holder of any of the Secured Obligations (provided, however, that no Pledgor shall assign or transfer its rights or obligations hereunder without the prior written consent of Creditors, and Creditors shall not assign this Agreement separate from the Loan Agreement).

6.06. Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.07. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.08. Agents. Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact reasonably selected by it in good faith.

6.09. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by Law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

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

PROMETHEUS LABORATORIES, INC.,
as Pledgor

By: _____

Name: James A. Schoeneck

Title: President and Chief Executive Officer

PATIENTCOMMUNITY.COM, INC.
as Pledgor

By: _____

Name: James A. Schoeneck

Title: President

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent

By: _____

Name:

Title:

Security Agreement

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

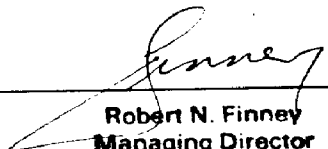

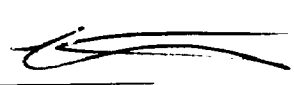
PROMETHEUS LABORATORIES, INC.,
as Pledgor

By: _____
Name: James A. Schoeneck
Title: President and Chief Executive Officer

PATIENTCOMMUNITY.COM, INC.
as Pledgor

By: _____
Name: James A. Schoeneck
Title: President

CREDIT SUISSE FIRST BOSTON,
as Collateral Agent

By: _____
Name:  Robert N. Finney
Title:  Managing Director
 WILLIAM S. LUTKIN
VICE PRESIDENT

Security Agreement

Schedule 2(a) to Security Agreement

Locations of Filings of UCC Statements

UCC division of the office of the Secretary of State of the State of California

UCC division of the office of the Secretary of State of the State of Kentucky

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Schedule 2(c) to Security Agreement

Capitalized Lease Obligations/Purchase-Money Obligations

None

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

3.

Schedule 2(d) to Security Agreement

Location of Collateral/Chief Executive Office and Principal Place of Business

Chief Executive Office and Principal Place of Business:

Prometheus Laboratories Inc.:

5739 Pacific Center Blvd., San Diego, CA 92121-4203

PatientCommunity.com, Inc.:

5739 Pacific Center Blvd., San Diego, CA 92121-4203

Location of Pledged Collateral:

Prometheus Laboratories Inc.:

5739 Pacific Center Blvd., San Diego, CA 92121-4203

5051 Commerce Crossings Drive, Louisville, KY 40229 (third party warehouse owned by Integrated Commercialization Solutions at which, after the Closing, will be located inventory consisting of Imuran, Zylprim and Trandate)

4500 Progress Blvd., Louisville, KY 40218 (third party warehouse owned by MDI which, after the Closing, will be located inventory of Helidac and Ridaura)

PatientCommunity.com, Inc.:

5739 Pacific Center Blvd., San Diego, CA 92121-4203

Schedule 2(e) to Security Agreement***Intellectual Property Collateral***

The following is a list of patents wholly or jointly-owned by the Company or its Subsidiary:

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	Cedars-Sinai, Prometheus	U.S.	Patent #5,932,429 issued 8/3/99
5/12/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1-Cytokine Therapy	Cedars-Sinai, Prometheus	U.S.	Patent #6,183,951 issued 2/6/01
5/15/1998		Inflammatory Bowel Disease First Step Assay System	Prometheus	U.S.	Patent #6,218,129 issued 4/17/01
	Connetics				4,200,738
	Connetics				4,115,642
	Connetics				4,125,711
	Connetics				4,125,710
3/31/98	FARO	Use of Azathioprine to treat Crohn's disease.			5,733,915

The following is a list of wholly or jointly-owned patents applications held by the Company or its Subsidiary:

Filing Date	Holder	Title	Assignment	Country	Patent Application Number
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	Cedars-Sinai, Prometheus	PCT	National Stage
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1-Cytokine Therapy	CSMC & Prometheus	PCT	National Stage
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Canada	In-Process
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Europe	In-Process
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Israel	In-Process

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Application Number
5/11/1999		Inflammatory Bowel Disease First Step Assay System	Prometheus	PCT	National Stage
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Canada	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Europe	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Israel	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Norway	In-Process
11/2/1999		Diagnosis, Prevention, and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA + Prometheus	U.S.	In-Process
5/19/2000		Methods of Determining Thiopurine Methyltransferase Activity	Prometheus	U.S.	In-Process
10/13/2000		Methods of Diagnosing and Treating Crohn's Disease Using Pseudomonas Antigens	Prometheus	U.S.	In-Process
5/11/1999		Inflammatory Bowel Disease First Step Assay System	Prometheus	Canada	In-Process
5/11/1999		Inflammatory Bowel Disease First Step Assay System	Prometheus	Europe	National Phase
3/28/2001		IBD-Associated Microbial Nucleic Acid Molecules	UCLA + Prometheus	U.S.	In-Process

269192 v4/SD
5rpk041.DOC
282944 v6/SD
62bk061.DOC
043001/1946

The following is a list of trademark registrations and applications for trademark registrations held by the Company or its Subsidiary:

Filing Date	Holder	Title	Assignment	Country	Registration Number/Date
9/4/1996	Prometheus	Trademark: Prometheus Laboratories	Prometheus	U.S.	#2,121,190 issued 12/16/97
10/22/1998	Prometheus	Trademark: PRO-PredictR _x Design	Prometheus	U.S.	#2,370,101 issued 7/25/00
10/22/1998	Prometheus	Trademark: PRO-PredictR _x	Prometheus	U.S.	#2,372,151 issued 8/1/00
10/22/1998	Prometheus	Trademark: PRO-PredictR _x TPMT	Prometheus	U.S.	#2,389,196 issued 9/26/00
10/22/1998	Prometheus	Trademark: PRO-PredictR _x 6MP	Prometheus	U.S.	# 2,372,419 issued 8/1/00
10/22/1998	Prometheus	Trademark: PRO-PredictR _x TNF	Prometheus	U.S.	#2,372,148 issued 8/1/00
3/16/1999	Prometheus	Trademark: Stylized Ionic Column Design - Service Mark	Prometheus	U.S.	#2,321,695 issued 2/22/00
9/13/1999	Prometheus	Trademark: A Stylized Column with back to back P's	Prometheus	Europe	#1307214 issued 11/27/00
5/2/1996	Prometheus	Helidac	Prometheus	Mexico	549893 issued 5/29/1997
5/18/1995	Prometheus	Helidac	Prometheus	Benelux	577079 issued 9/5/1995
5/18/1995	Prometheus	Helidac	Prometheus	France	#955970306 issued 11/14/1995
9/5/1995	Prometheus	Helidac	Prometheus	Germany	#39536358 issued 4/24/1996
5/18/1995	Prometheus	Helidac	Prometheus	Italy	#720808 issued 11/16/1995
9/11/1995	Prometheus	Helidac	Prometheus	Portugal	#312.476 issued 7/15/1996
9/5/1995	Prometheus	Helidac	Prometheus	Sweden	#313 299 issued 5/24/1996
9/4/1995	Prometheus	Helidac	Prometheus	United Kingdom	#2032357 issued 7/19/1996
5/18/1995	Prometheus	Helidac	Prometheus	Spain	#1987047 issued 8/13/1997
5/18/1995	Prometheus	Helidac	Prometheus	U.S.	#2,049,745 issued 4/1/1997
	FARO	Imuran		U.S.	732,654
	FARO	Imuran Design		U.S.	1,421,681
	FARO	Zyloprim		U.S.	773,095
	FARO	Trandate		U.S.	1,090,154
	Connetics	Ridaura		U.S.	773,095
	Connetics	Ridaura and Design		U.S.	1,382,960
3/16/1999		Trademark: Stylized Ionic Column Design - Trademark	Prometheus	U.S.	In-Process

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Registration Number/Date
4/15/1999		PRO-PredictR _x	Prometheus	Canada	In-Process
9/3/1999		Trademark: A Stylized Column with back to back P's	Prometheus	Canada	In-Process
9/9/1999		Trademark: A Stylized Column with back to back P's	Prometheus	Japan	In-Process

DBA Names

In addition to the marks and names listed above, the Company uses "IBD First Step," "IBD Diagnostic System" and "Helidac Therapy."

Domain Names

The Company and its Subsidiary own and use the domain names "helidac.com," "prometheus-labs.com" and "patientcommunity.com." Pursuant to the Asset Purchase Agreement, the Company shall acquire faropharma.com. The Company shall acquire Ridaura.com from Connetics.

269192 v4/SD
5pk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

The following is a list of patents and patent applications to which the Company or its Subsidiary has certain rights pursuant to a license, sublicense or other agreement:

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
		[Human Therapeutics Products]	TBG Pharmaceuticals, Inc.		
8/15/1996		Methods of Diagnosing a Clinical Subtype of Crohn's Disease with Features of Ulcerative Colitis	Cedars Sinai	U.S.	#5,916,748 issued 6/29/99
8/15/1996		Methods of Diagnosing a Clinical Subtype of Crohn's Disease with Features of Ulcerative Colitis	Cedars-Sinai	U.S.	#5,874,233 issued 2/23/99
9/19/1994		Novel Anti-VH3-15 Reagents and Methods for Their Use	UCLA	U.S.	#5,738,847 issued 4/14/98
10/7/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	Cedars-Sinai	U.S.	#5,750,355 issued 5/12/98
6/7/1995		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis or Type I Autoimmune Hepatitis	Cedars-Sinai	U.S.	#5,830,675 issued 11/3/98
10/7/1994		Methods of Screening for Ulcerative Colitis and Crohn's Disease by Detecting VH3-15 Autoantibody and p-ANCA	UCLA-Cedars Sinai	U.S.	#5,691,151 issued 11/25/97
9/18/1995		Novel Anti-VH3-15 Reagents, VH3-15 Polypeptides, Cell Surface Antigens, and Methods for Their Detection and Use	UCLA	PCT	National Stage
10/5/1995		Methods of Screening for Ulcerative Colitis and Crohn's Disease by Detecting VH3-15 Autoantibody and p-ANCA	UCLA-Cedars Sinai	PCT	National Stage
6/5/1996		Anti-Neutrophil Cytoplasmic Antibody Material Associated with Ulcerative Colitis and Related Methods and Kits	UCLA-Cedars Sinai	PCT	National Stage

269192-v4/SD
5rpk041.DOC
282944 v6/SD
62bk061.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
6/5/1996		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis or Type I Autoimmune Hepatitis	Cedars-Sinai	PCT	National Stage
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	Cedars-Sinai	Europe	#0615129 issued 5/31/2000
2/20/1997		Ulcerative Colitis pANCA Secretary Vesicle Antigen and Methods of Using Same	UCLA-Cedars Sinai	U.S.	In-Process
4/11/1997		Diagnosis, Prevention and Treatment of a Clinical Subtype of Ulcerative Colitis Using Histone H1	UCLA-Cedars Sinai	U.S.	#6,074,835 on 6/13/00
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	Cedars-Sinai, Prometheus	U.S.	#5,932,429 issued 8/3/99
4/11/1997		Methods of Diagnosing a Medically Resistant Clinical Subtype of Ulcerative Colitis	Cedars Sinai	U.S.	#5,968,741 issued 10/19/99
4/4/1997		Methods of Determining the Risk of Pouchitis Development	Cedars Sinai	U.S.	#5,937,862 issued 8/17/99
4/11/1997		Diagnosis, Prevention and Treatment of a Clinical Subtype of Ulcerative Colitis Using Histone H1	UCLA-Cedars Sinai	PCT	National Stage
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	Cedars-Sinai, Prometheus	PCT	National Stage
5/12/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1-Cytokine Therapy	Cedars-Sinai, Prometheus	U.S.	#6,183,951 issued 2/6/01
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Australia	#705480 issued 5/20/99
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Canada	In-Process

269192-v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Europe	In-Process
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Israel	#122480 issued 12/31/00
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Japan	In-Process
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Mexico	In-Process
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	Norway	In-Process
6/5/1996		Differential Assay for Ulcerative Colitis, Primary Schlerosing Cholangitis and Type I Autoimmune Hepatitis	CSMC	New Zealand	#310079 issued 6/8/00
3/12/1998		Diagnosis, Prevention and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA	US	#6,033,864 issued 3/7/00
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1-Cytokine Therapy	CSMC & Prometheus	PCT	National Stage
4/9/1998		Methods of Diagnosing a Medically Resistant Clinical Subtype of Ulcerative Colitis	CSMC	PCT	National Stage
4/11/1997		Diagnosis, Prevention and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Histone H1	CSMC + UCLA	Canada	In-Process
4/11/1997		Diagnosis, Prevention and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Histone H1	CSMC + UCLA	Europe	In-Process
4/11/1997		Diagnosis, Prevention and Treatment of a Clinical Subtype of Ulcerative Colitis Using Histone H1	CSMC + UCLA	Israel	In-Process

269192 v4/SD
5rpk041.DOC
282944 v6/SD
62bk061.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Canada	In-Process
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Europe	In-Process
4/11/1997		Methods of Diagnosing Clinical Subtypes of Crohn's Disease	CSMC + Prometheus	Israel	In-Process
4/8/1999		Methods of Optimizing Drug Therapeutic Efficacy for Treatment of Immune-Mediated Gastrointestinal Disorders	Hospital Sainte-Justine	U.S.	In-Process
3/12/1999		Diagnosis, Prevention, and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA	PCT	National Stage
4/30/1999		IBD-Associated Microbial Antigens and Methods of Using Same	UCLA	U.S.	Notice of allowance issued 01/04/01 for claims 1 to 4, 9 to 12 and 27 to 29 (re-numbered 1 to 11 respectively).
7/26/1999		Diagnosis, Prevention and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Histone H1	CSMC + UCLA	U.S.	In-Process
9/24/1999		Optimized Use of 6-Mercaptopurine Drug in the Treatment of Immune-Mediated Gastrointestinal Disorders	Hospital Sainte-Justine	PCT	National Stage
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Canada	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Europe	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Israel	In-Process
4/8/1998		Methods of Diagnosing Clinical Subtypes of Crohn's Disease with Characteristic Responsiveness to Anti-Th1 Cytokine Therapy	CSMC + Prometheus	Norway	In-Process

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
4/9/1998		Methods of Diagnosing a Medically Resistant Clinical Subtype of Ulcerative Colitis	CSMC	Canada	In-Process
4/9/1998		Methods of Diagnosing a Medically Resistant Clinical Subtype of Ulcerative Colitis	CSMC	Europe	In-Process
4/9/1998		Methods of Diagnosing a Medically Resistant Clinical Subtype of Ulcerative Colitis	CSMC	Israel	In-Process
10/12/1999		Diagnosis, Prevention and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	CSMC + UCLA	U.S.	In-Process
11/2/1999		Diagnosis, Prevention, and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA + Prometheus	U.S.	In-Process
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Austria	#E193601 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Belgium	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Denmark	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	France	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Germany	#0615129 issued 5/31/00

269192 v4/SD
5rpk041.DOC
282944 v6/SD
62bk061.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Ireland	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Italy	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Netherlands	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Spain	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Sweden	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Switzerland	#0615129 issued 5/31/00
3/10/1994		Methods for Selectively Detecting Perinuclear Anti-Neutrophil Cytoplasmic Antibody of Ulcerative Colitis or Primary Sclerosing Cholangitis	CSMC	Great Britain	#0615129 issued 5/31/00
5/19/2000		Diagnosis, Prevention, and Treatment of Crohn's Disease Using the OmpC Antigen	CSMC + UCLA	U.S.	In-Process
4/28/2000		IBD-Associated Microbial Antigens and Methods of Using Same	UCLA	PCT	In-Process
3/12/1999		Diagnosis, Prevention, and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA	Europe	In-Process

269192-v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
3/12/1999		Diagnosis, Prevention, and Treatment of Ulcerative Colitis, and Clinical Subtypes Thereof, Using Microbial UC pANCA Antigens	UCLA	Canada	In-Process
3/28/2001		IBD-Associated Microbial Nucleic Acid Molecules	UCLA	U.S.	In-Process
9/24/1999		Optimized Use of 6-Mercaptopurine Drug in the Treatment of Immune-Mediated Gastrointestinal Disorders	Hospital Sainte-Justine	Canada	In-Process
9/24/1999		Optimized Use of 6-Mercaptopurine Drug in the Treatment of Immune-Mediated Gastrointestinal Disorders	Hospital Sainte-Justine	Europe	In-Process
3/24/1994		Solid Dose Forms Containing Bismuth	Prometheus	U.S.	Application Number 08/217,524
7/26/1991		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	U.S.	#5,256,684 issued 10/26/1993
8/16/1995		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	European Patent Office	
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Austria	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Belgium	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Switzerland	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Germany	#3650504.8-08 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	European Patent Office	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	France	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Great Britain	#0462631 issued 3/20/1996

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Italy	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Luxembourg	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Netherlands	#0462631 issued 3/20/1996
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Sweden	#0462631 issued 3/20/1996
6/12/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Austria	#588601 issued 1/11/1990
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Belgium	#0206625 issued 9/30/1992
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Canada	#1277232 issued 12/4/1990
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Switzerland	#0206625 issued 9/30/1992
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Germany	#0206625 issued 9/30/1992
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	European Patent Office	#0206625 issued 9/30/1992
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	France	#0206625 issued 9/30/1992
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Great Britain	#0206625 issued 9/30/1992
6/12/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Ireland	#59583 issued 3/4/1994
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Italy	#0206625 issued 9/30/1992

269192 v4/SD
5rpk041.DOC
282944 v6/SD
62bk061.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
6/13/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Japan	#2140317 issued 2/26/1999
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Luxembourg	#0206625 issued 9/30/1992
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Netherlands	#0206625 issued 9/30/1992
6/13/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Philippines	#25288 issued 4/30/1991
6/10/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Sweden	#0206625 issued 9/30/1992
6/13/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	South Africa	#86-4449 issued 2/25/1987
6/13/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Belgium	#904921 issued 12/15/1986
6/12/1986		Compositions and Methods Using Bismuth salts and Antimicrobials for Treatment of Upper GI Disorders	Prometheus	Germany	P3619702.5
7/8/1987		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	U.S.	#5,601,848 issued 2/11/1997
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Austria	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Belgium	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Switzerland	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Germany	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	European Patent Office	#0206627 issued 8/12/1992

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	France	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Great Britain	#0206627 issued 8/12/1992
6/12/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Ireland	#59585 issued 3/4/1994
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Italy	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Luxembourg	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Netherlands	#0206627 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Sweden	#0206627 issued 8/12/1992
6/12/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Germany	P3619734.3
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Austria	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Belgium	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Switzerland	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Germany	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	European Patent Office	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	France	#0206626 issued 8/12/1992

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Great Britain	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Ireland	#59584 issued 3/4/1994
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Italy	#0206626 issued 8/12/1992
6/13/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Japan	#2140318 issued 2/26/1999
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Luxembourg	#0206626 issued 8/12/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Netherlands	#0206626 issued 8/12/1992
6/13/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Philippines	#26891 issued 12/3/1992
6/10/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Sweden	#0206626 issued 8/12/1992
6/13/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Belgium	#904922 issued 12/15/1986
6/12/1986		Methods of Using Bismuth Salts for Treatment of Upper GI Disorders Associated with H. Pylori	Prometheus	Germany	P3619733.5
1/10/92		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	U.S.	#5,403,830 issued 4/4/1995
9/7/1995		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Philippines	Application Number 51259
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Austria	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Belgium	#0282132 issued 9/30/1992

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
3/8/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Canada	#1312013 issued 12/29/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Switzerland	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Germany	#0282132 issued 9/30/1992
3/9/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Denmark	Application Number 1276-88
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	European Patent Office	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	France	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Great Britain	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Hong Kong	#944/1996 issued 5/30/1996
3/8/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Ireland	#62071 issued 12/5/1994
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Italy	#0282132 issued 9/30/1992
3/9/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Japan	#2648327 issued 5/9/1997
3/9/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Republic of Korea	#114565 issued 4/22/1997
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Luxembourg	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Netherlands	#0282132 issued 9/30/1992

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
3/9/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Philippines	Application Number 36619
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Sweden	#0282132 issued 9/30/1992
3/2/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Singapore	#9691122-7 issued 7/15/1996
5/10/1988		Combination of H ₂ Antagonists and Bismuth Salts to Treat Gastrointestinal Disorders	Prometheus	Taiwan	NI-36921 issued 6/5/1990
10/30/92		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	U.S.	#5,407,688 issued 4/18/1995
6/8/1993		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	European Patent Office	
3/8/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Ireland	Application Number 632/95
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Austria	#0282131 issued 1/18/1995
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Belgium	#0282131 issued 1/18/1995
3/8/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Canada	#1312012 issued 12/29/1992
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Switzerland	#0282131 issued 1/18/1995
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Germany	#0282131 issued 1/18/1995
3/9/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Denmark	Application Number 1277-88
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	European Patent Office	1/18/1995

269192 v4/SD
5rpk041.DOC
282944 v6/SD
62bk061.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	France	#0282131 issued 1/18/1995
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Great Britain	#0282131 issued 1/18/1995
3/8/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Ireland	#66367 issued 12/6/1995
2/19/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Israel	#85472 issued 10/2/1991
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Italy	#0282131 issued 1/18/1995
3/9/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Japan	#2648328 issued 5/9/1997
3/9/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Republic of Korea	#123510 issued 9/18/1997
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Luxembourg	#0282131 issued 1/18/1995
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Netherlands	#0282131 issued 1/18/1995
3/9/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Philippines	Application Number 36618
3/2/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Sweden	#0282131 issued 1/18/1995
5/10/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	Taiwan	NI-32976 issued 10/17/1989
3/9/1988		Combination of H ₂ Antagonists and Anti-infectives to Treat Gastrointestinal Disorders	Prometheus	South Africa	#88-1678 issued 11/30/1988
11/19/96		Compliance Package for Complex Drug Regimens	Prometheus	U.S.	Pending
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	Argentina	Application Number P970105413

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Brazil	Application Number P19712964-0
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Canada	Application Number 2272099
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	Chile	Application Number 2499/97
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	China	Application Number 97180771.X
11/18/1997		Compliance Package for Complex Drug Regimens	Prometheus	Colombia	Application Number 97067281
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Czech Republic	Application Number Waiting
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	Egypt	Application Number 1237/97
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	European Patent Office	Application Number 97946644.8
3/17/2000		Compliance Package for Complex Drug Regimens	Prometheus	Hong Kong	Application Number 00101653.6
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Hungary	Application Number P0000173
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Indonesia	Application Number W990374
11/17/1997		Compliance Package for Complex Drug Regimens	Prometheus	India	Application Number 3289/DEL/97
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Japan	Application Number Waiting
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Republic of Korea	Application Number 7004429/1999
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Mexico	Application Number 994673
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	Malaysia	Application Number P19705567
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Norway	Application Number 19992397
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	Peru	Application Number 001051.97
11/18/1997		Compliance Package for Complex Drug Regimens	Prometheus	Philippines	Application Number 58567
11/17/1997		Compliance Package for Complex Drug Regimens	Prometheus	Pakistan	#135995

269192 v4/SD
5rpk04!.DOC
282944 v6/SD
62bk06!.DOC
043001/1946

Filing Date	Holder	Title	Assignment	Country	Patent Number/ Issue Date
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Poland	Application Number P333774
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Russia	Application Number 99113019
3/3/1998		Compliance Package for Complex Drug Regimens	Prometheus	Saudi Arabia	Application Number 98180942
11/13/1997		Compliance Package for Complex Drug Regimens	Prometheus	Slovak Republic	Application Number Waiting
11/18/1997		Compliance Package for Complex Drug Regimens	Prometheus	Thailand	Application Number 040815
3/9/1998		Compliance Package for Complex Drug Regimens	Prometheus	Taiwan	NI-107332 issued 1/25/2000
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	Venezuela	Application Number 2346/97
11/19/1997		Compliance Package for Complex Drug Regimens	Prometheus	South Africa	#97/10413 issued 8/26/1998
5/15/98	Michael J. Walsh; Steven L. Rose		Prometheus	U.S.	09/079,435
5/12/97	Mary J. Barry		Prometheus	U.S.	08/855,825

Pursuant to the terms of the Cross License Agreement between the Company and TBG Pharmaceuticals, Inc. ("TBG") dated December 16, 1996, and in furtherance of the purposes of the Partial Assignment, the Company grants to TBG and TBG grants to the Company non-exclusive royalty-free rights to certain licenses. The Letter Agreement between the Company and Santarus, Inc. (formerly TBG) dated September 14, 1999 supplements the Cross License Agreement.

• *Material Licenses:*

- • Exclusive License Agreement dated August 14, 1996, by and among Prometheus, Ceders-Sinai Medical Center, a California non-profit public benefit corporation ("CSMC"), and The Regents of the University of California acting through its campus at Los Angeles ("UCLA")
- • Partial Assignment and Consent between the Company and TBG Pharmaceuticals Inc., a California corporation ("TBG"), CSMC and UCLA, dated December 16, 1996, as amended by letter agreement dated December 27, 1996
- • Cross License Agreement between the Company and TBG dated December 16, 1996

269192-v4/SD
 5rpk041.DOC
 282944 v6/SD
 62bk061.DOC
 043001/1946

- • Exclusive License Agreement dated July 9, 1998 by and among the Company and Sainte-Justine Hospital
- • Patent and Technology License between The Procter & Gamble Company and Prometheus Laboratories, Inc. dated September 28, 1999
- • UBT Breath Test Agreement with Meretek Diagnostics, Inc. dated October 1, 1999 and amendment dated October 27, 1999
- • Exclusive License Agreement between The Regents of the University of California and Prometheus Laboratories, Inc. dated December 1, 1999
- • License Agreement by and between Temple University – Of The Commonwealth System of Higher Education and Prometheus Laboratories, Inc. dated May 5, 2000

269192-v4/SD
 5rpk04!.DOC
 282944 v6/SD
 62bk06!.DOC
 043001/1946