

RECORDATION FORM  
06-28-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and

1 original documents or copy thereof.

1. Name of conveying party(ies):

101763212

receiving party(ies):

Therion Biologics Corporation

Name: Alan G. Carr

Internal Address: H & O Healthcare Investors

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Street Address: 30 Rowes Wharf

City: Boston State: MA ZIP: 02110

Execution Date: June 13, 2001

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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)

07/657,156

Please see attached Schedule A for additional numbers

B. Patent No.(s)

5,905,040

Please see attached Schedule A for additional numbers

Additional numbers attached?

☒ Yes ☐ No

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

Name: David S. Resnick

Internal Address:

Street Address: NIXON PEABODY LLP

101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved:

36

7. Total fee (37 CFR 3.41) ..... \$ 1,440.00

☒ Enclosed

☐ Authorized to be charged to deposit account

\*Please charge any deficiency in the fee to:

8. Deposit account number:

50-0850

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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.

David S. Resnick, Reg. No. 34,235

Name of Person Signing

Signature

Date

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

9

06/27/2001 LMUELLER 00000224 07657156

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1440.00 DP

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

(Form PTO-1595-Recordation Form Cover Sheet - page 1 of 3)

PATENT  
REEL: 011923 FRAME: 0105

SCHEDULE A  
to  
SECURITY AGREEMENT  
FOR PATENT RIGHTS

<u>Patent Application *****Information*****</u>	<u>Filing Date</u>	<u>Assignment</u>
U.S.S.N. 07/657,156 (Patent No: 5,905,040) (Docket No.: 40733-DIV)	02/15/91	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
CA 546,329 CA Patent No.: 1,324,332 (Docket No.: 40733 CA)	09/08/87	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 07/492,417 (Patent No: 5,242,829) (Docket No.: 40735)	03/06/90	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 07/579,269 (Docket No.: 40736 C)	09/05/90	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 08/481,804 (Docket No.: 40736 DIV)	06/07/95	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
GBRI 89 907 535.2 GBRI Patent No.: 0422072 (Docket No.: 40737 GBRI)	06/07/89	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 07/994,171 (Patent No.: 5,747,324) (Docket No.: 40740 FWC)	12/21/92	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
PCT/US90/03134 (Docket No.: 40740 PCT)	06/01/90	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 07/995,923 (Patent No: 5,614,404) (Docket No.: 40744 FWC)	12/21/92	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 08/480,779 (Patent No: 5,736,368)	06/07/95	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525

BOS487436.2

Patent Application  
InformationFiling DateAssignment(Docket No.: 40744  
FWC DIV)U.S.S.N. 08/958,906  
(Patent No: 6,051,410)  
(Docket No.: 40744  
FWC DIV 2)

10/28/97

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525PCT/US91/04372  
(Docket No.: 40744  
PCT)

06/19/91

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 08/018,344  
(Patent No: 5,631,154)  
(Docket No.: 40745  
FWC)

02/16/93

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 08/481,031  
(Patent No: 5,804,196)  
(Docket No.: 40745  
FWC DIV)

06/07/95

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 08/017,124  
(Patent No: 5,420,026)  
(Docket No.: 40746-C)

02/12/93

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 08/442,471  
(Patent No: 5,858,726)  
(Docket No.: 40746-C  
DIV)

05/16/95

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525PCT/US91/05650  
(Docket No.: 40746-  
PCT)

08/08/91

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 07/237,285  
(Patent No.: 5,093,258)  
(Docket No.: 40750)

08/26/88

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 08/412,609  
(Patent No.: 5,691,170)  
(Docket No.: 40757 C  
FWC)

03/29/95

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525U.S.S.N. 08/238,611  
(Patent No.: 5,656,465)  
(Docket No.: 42777)

05/04/94

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525PCT/US95/05487  
(Docket No.: 42777)

05/03/95

Recorded U.S. Patent and Trademark Office  
01/16/98; Reel 8940, Frame 0525

Patent Application  
Information

Filing Date

Assignment

<u>Patent Application Information</u>	<u>Filing Date</u>	<u>Assignment</u>
PCT)		
U.S.S.N. 08/396,385 (Patent No.: 6,001,349) (Docket No.: 44933)	02/22/95	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 09/287,221 (Docket No.: 44933 C)	04/06/99	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
PCT/US96/02156 (Docket No.: 44933 PCT)	02/13/96	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 08/500,306 (Patent No.: 6,165,460) (Docket No.: 45394 CPA2)	07/10/95	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 09/693,121 (Docket No.: 45394 CPA2 C)	10/20/00	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
PCT/US96/10837 (Docket No.: 45394 PCT)	06/26/96	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 08/686,281 (Docket No.: 46278 CPA3)	05/16/00	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
PCT/US97/12546 (Docket No.: 46278 PCT)	07/09/97	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 09/159,179 (Docket No.: 46314)	09/23/98	Recorded U.S. Patent and Trademark Office 03/29/99; Reel 9852, Frame 0030
PCT/US97/05217 (Docket No.: 46314 PCT)	03/25/97	Recorded U.S. Patent and Trademark Office 03/29/99; Reel 9852, Frame 0030
U.S.S.N. 08/686,280 (Docket No.: 46570 CPA2)	11/16/98	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
PCT/US97/12203 (Docket No.: 46570 PCT)	07/15/97	Recorded U.S. Patent and Trademark Office 01/16/98; Reel 8940, Frame 0525
U.S.S.N. 09/366,670	08/03/99	Recorded U.S. Patent and Trademark Office

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**Patent Application**  
**Information****Filing Date****Assignment**

(Docket No.: 47113 C)

12/27/99; Reel 010462, Frame 0226

PCT/US98/03693  
(Docket No.: 47113  
PCT)

02/24/98

Recorded U.S. Patent and Trademark Office  
12/27/99; Reel 010462, Frame 0226

U.S.S.N. 60/111,582

12/09/98

Recorded U.S. Patent and Trademark Office  
07/02/99; Reel 010064, Frame 0520

## SECURITY AGREEMENT FOR PATENT RIGHTS

This Security Agreement for Patent Rights (the "Agreement") is entered into as of June 13, 2001 by and between Therion Biologics Corporation, a Delaware corporation (the "Company"), and Alan G. Carr, as Agent (the "Agent") for and on behalf of the Lenders, as defined in the Security Agreement among the Company, the Lenders and the Agent dated as of the date hereof (the "Security Agreement").

WHEREAS, the Lenders have purchased from the Company Secured Convertible Promissory Notes of the Company (the "Notes") and Warrants pursuant to the provisions of the Note and Warrant Purchase Agreement among the Company and the Lenders dated as of the date hereof; and

WHEREAS, it is a condition to the obligation of the Lenders to purchase the Notes and the Warrants that the Company shall have executed and delivered this Agreement to the Agent.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to purchase the Notes and Warrants and for other good and valuable consideration, the Company hereby agrees with the Agent on behalf of the Lenders as follows:

1. Defined Terms. All capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Security Agreement.

2. Grant of Security Interest. To secure the Company's prompt, punctual, and faithful performance of all and each of the Company's Obligations (whether at the stated maturity, by acceleration or otherwise) to the Lenders, the Company hereby grants to the Agent for the benefit of the Lenders a continuing security interest in and to all its now owned and existing or hereafter acquired patents and patent applications, and letters patent that may have been or may hereafter be granted in the United States of America or foreign countries (including without limitation those listed in Schedule A attached hereto), and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements made thereon, together with all rights to bring actions for past, present, and future infringements and all rights corresponding thereto, including without limitation the right to retain all profits and damages from such past infringements, and all proceeds of any of the foregoing (including without limitation license royalties and proceeds of infringement suits). Notwithstanding anything to the contrary contained in this Agreement, (i) the Lenders shall share Ratably in all proceeds from or distributions of or with respect to the Collateral and (ii) the execution of this Agreement by the Agent shall not affect any of the rights granted to the Lenders in the Security Agreement and all power or authority to act hereunder on behalf of the Lenders conferred upon the Agent may be exercised only in accordance with the terms of the Security Agreement.

3. Remedies. If there occurs an Event of Default, the Agent on behalf of the Lenders shall be entitled to any and all remedies available to the Lenders under the Security Agreement.

4. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be given as provided in Section 17 of the Security Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.


7. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without giving effect to the conflicts of law principles thereof.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**


IN WITNESS WHEREOF, the Company and the Agent have caused this Agreement to be executed as an instrument under seal as of the date first above written.

THE COMPANY

THERION BIOLOGICS CORPORATION

By:   
Name: MARC W. GROSSMAN  
Title: VICE PRESIDENT

THE AGENT

By:   
Alan G. Carr