

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
P08/REV02

R

09-04-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



RE

Tab settings → → → ▼

8-1401

To the Honorable Commissioner of Patent.

101832839

Attached original documents or copy thereof.

1. Name of conveying party(ies):
P-E Agent LLC

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

Name: Pharm-Eco Laboratories, Inc.

Internal Address:

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 25 Patton Road

City: Devens State: MA ZIP: 01432

Execution Date: May 18, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

08765,283 09/370,819 60/136,009
 09/041,212 09/237,334 60/155,443
 09/342,855 09/226,469 60/169,463
 09/309,329 09/510,805

5,562,808 5,599,994 5,750,713
 5,630,914 5,618,966 6,051,726
 5,643,408 6,631,405 6,063,921
 5,475,138 6,020,495 6,054,598

Additional numbers attached? Yes No

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

Name: Docketing Specialist (33/48)

Internal Address: Ropes & Gray

Street Address: One International Place

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 24

7. Total fee (37 CFR 3.41):.....\$ 960.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

PREVIOUSLY PAID ON MAY 29, 2001

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward J. Kelly

Name of Person Signing

Signature

29 Aug 2001

Date

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

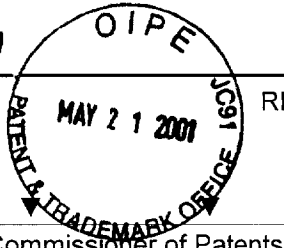


Attachment to Recordation Form Cover Sheet:

Patent No. (s):

6,063,963

5/21/01



05-29-2001

Docket No.:

D \$

FORM PTO-1595 (Modified) (Rev. 6-93) OMB No. 0651-C011 (exp 4/94) Copyright 1994-97 LegalStar P08/REV02

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



101732391

Tab settings → → →

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

1. Name of conveying party(ies): P-E Agent LLC Additional names(s) of conveying party(ies) [] Yes [X] No

2. Name and address of receiving party(ies): Name: Pharm-Eco Laboratories, Inc. Internal Address:

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Limited Liability Company Execution Date: May 18, 2001

Street Address: 25 Patton Road City: Devens State: MA ZIP: 01432 Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 08/765,283 09/370,819 60/136,009 09/041,212 09/237,334 60/155,443 09/342,855 09/226,469 60/169,463 09/309,329 09/510,805

B. Patent No.(s) 5,562,808 5,599,994 5,750,713 5,630,914 5,618,966 6,051,726 5,643,408 6,631,405 6,063,921 5,475,138 6,020,495 6,054,598 Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Docketing Specialist (33/48) Internal Address: Ropes & Gray Street Address: One International Place City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 24 7. Total fee (37 CFR 3.41): \$ 960.00 [] Enclosed - Any excess or insufficiency should be credited or debited to deposit account [X] Authorized to be charged to deposit account 8. Deposit account number: 18-1945

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Edward J. Kelly Name of Person Signing

Signature

May 2001 Date

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

Attachment to Recordation Form Cover Sheet:

Patent No. (s):

6,063,963

**RELEASE OF ASSIGNMENT AND GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Assignment and Grant of Security Interest in Certain Intellectual Property (the "Agreement") is made and entered into this 20th day of April, 2001 by and between **CALIX LLC** (f/k/a Calix Corporation), a Delaware limited liability company, **PHARM-ECO LABORATORIES, INC.**, a California corporation, **PHARM-ECO I, INC.**, a Delaware corporation, **PHARM-ECO II, INC.**, a Delaware corporation, **XILAC CORPORATION**, a Massachusetts corporation, and **PARADIGM DEVELOPMENT, LLC**, a Massachusetts limited liability company (collectively, the "Grantors"), each with principal offices at 25 Patton Road, Devens, Massachusetts 01432, and **P-E AGENT, LLC**, as collateral agent (the "Agent"), with principal offices at 411 West Putnam Avenue, Suite 225, Greenwich Connecticut 06830, as collateral agent.

W I T N E S S E T H :

WHEREAS, the Grantors and Agent have entered into (i) an Amended and Restated Security Agreement dated October 18, 2000 (the "Security Agreement"), and (ii) an Assignment of Security Interest in United States Trademarks and Patents dated October 18, 2000 (the "Assignment");

WHEREAS, the Agent holds a first priority security interest in specific intellectual property owned by the Grantors as listed in the Assignment and Schedules A and B annexed thereto (collectively, the "Intellectual Property") (copies of the Assignment and Schedules A and B are annexed hereto); and

WHEREAS, the Agent has obtained satisfactory performance and payment of all the Secured Obligations of the Grantors as defined in the Security Agreement; and

WHEREAS, the Grantors have requested that the Agent release its first priority security interest in the Intellectual Property, and the Agent has agreed to do so;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. The Agent hereby releases in its entirety its first priority security interest in all of the Grantors' right, title, and interest in, to, and under the Intellectual Property, and the Agent hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Grantors to effectuate or evidence such release.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and any equivalent official of any foreign country, to record this Agreement against the Intellectual Property.

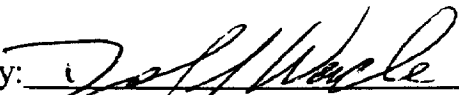
3. This Agreement may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

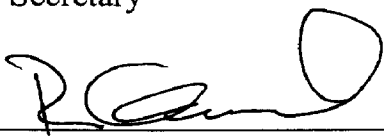
4. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

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


IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written, intending to be legally bound.

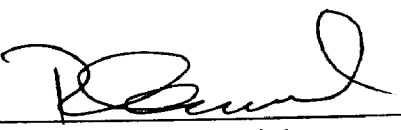
CALIX LLC (f/k/a Calix Corporation)

By: 
Name: David J. Wade
Title: Secretary

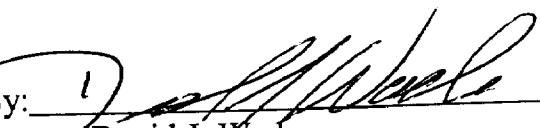
By: 
Name: Richard L. Gabriel
Title: President

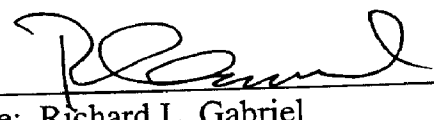
PHARM-ECO LABORATORIES, INC.

By: 
Name: David J. Wade
Title: President

By: 
Name: Richard L. Gabriel
Title: Senior Executive Vice President

PHARM-ECO I, INC.

By: 
Name: David J. Wade
Title: President

By: 
Name: Richard L. Gabriel
Title: Director

PHARM-ECO II, INC.

By: 
Name: David J. Wade
Title: President


By: 
Name: Richard L. Gabriel
Title: Director

XILAC CORPORATION

By: 
Name: David J. Wade
Title: Clerk

By: 
Name: Richard L. Gabriel
Title: President

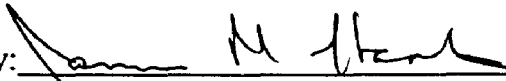
PARADIGM DEVELOPMENT, LLC

By: 
Name: David J. Wade
Title: Member

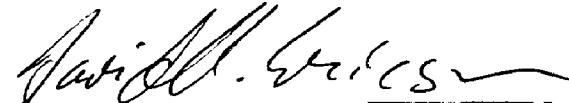
By: 
Name: Richard L. Gabriel
Title: Member

P-E AGENT, LLC

By: Contrarian Capital Advisors, L.L.C.,
its Manager

By: 
Name: Janice M. Stanton
Title: Member

By: Touchstone Capital, LLC,
its Manager

By: 
Name: David A. Ericson
Title: Managing Member

By: Värde Partners, Inc.,
its Manager

By: _____
Name: George G. Hicks
Title: Vice President

P-E AGENT, LLC

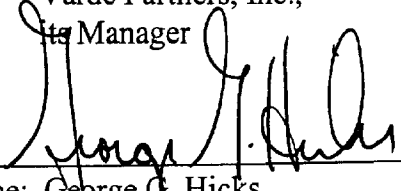
By: Contrarian Capital Advisors, L.L.C.,
its Manager

By: _____
Name: Janice M. Stanton
Title: Member

By: Touchstone Capital, LLC,
its Manager

By: _____
Name: David A. Ericson
Title: Managing Member

By: Värde Partners, Inc.,
its Manager

By: 
Name: George G. Hicks
Title: Vice President

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Calix Corporation, a Delaware corporation, Pharm-Eco Laboratories, Inc., a California corporation, Pharm-Eco I, Inc., a Delaware corporation, Pharm-Eco II, Inc., a Delaware corporation, Xilac Corporation, a Massachusetts corporation, and Paradigm Development, LLC, a Massachusetts limited liability company (each individually, a "Grantor" and together, the "Grantors"), each with principal offices at 25 Patton Road, Devens, Massachusetts 01432, hereby grant and assign to P-E Agent, LLC, as collateral agent, with principal offices at 411 West Putnam Avenue, Suite 225, Greenwich Connecticut 06830 (the "Grantee"), a first priority security interest in (i) all of the Grantors' right, title and interest in and to the United States trademarks, trademark registrations, including any renewals, and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of the Grantors' rights, title and interest in and to the United States patents, including all reissues and extensions thereof, and patent applications, including all divisions, continuations and substitutes thereof (the "Patents") set forth on Schedule B attached, in each case together with (iii) all proceeds and products of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.


This Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Amended and Restated Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of October 18, 2000 (as so amended and restated and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"). Upon the satisfactory performance and payment in full of all the Secured Obligations, including without limitation the indefeasible and irrevocable payment in full of all amounts, including principal, interest, fees and all obligations of the Grantors to the Grantee, or otherwise owing by the Grantors pursuant to the Amended and Restated Loan Agreement, dated as of October 18, 2000, by and among the Grantors, Paradigm Development LLC, the Lenders party thereto, the Grantee, as agent for the Lenders, and Mr. David J. Wade and Mr. Richard L. Gabriel, as guarantors (as so amended and restated and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Assignment.

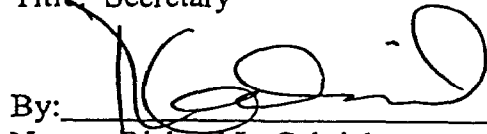
This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks and Patents.


IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in United States Trademarks and Patents as of the 18th day of October, 2000.

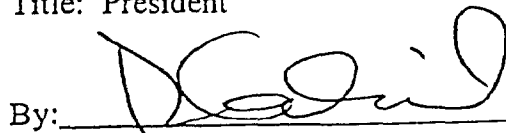
CALIX CORPORATION,
as a Grantor

By: 
Name: David J. Wade
Title: Secretary


By: 
Name: Richard L. Gabriel
Title: President


PHARM-ECO LABORATORIES, INC.,
as a Grantor

By: 
Name: David J. Wade
Title: President

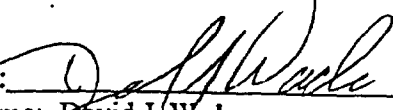
By: 
Name: Richard L. Gabriel
Title: Senior Executive Vice President


PHARM-ECO I, INC.,
as a Grantor

By: 
Name: David J. Wade
Title: President

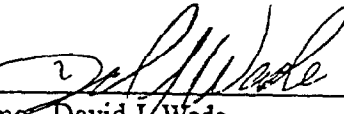
By: 
Name: Richard L. Gabriel
Title: Director

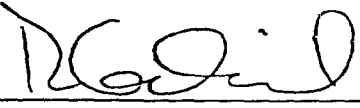
PHARM-ECO II, INC.,
as a Grantor

By: 
Name: David J. Wade
Title: President

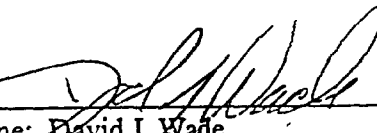
By: 
Name: Richard L. Gabriel
Title: Director

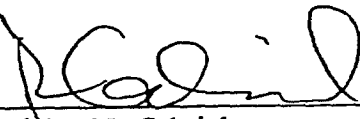
XILAC CORPORATION,
as a Grantor

By: 
Name: David J. Wade
Title: Clerk

By: 
Name: Richard L. Gabriel
Title: President

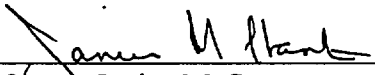
PARADIGM DEVELOPMENT, LLC,
as a Grantor

By: 
Name: David J. Wade
Title: Member

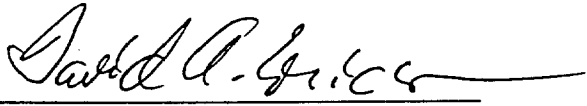
By: 
Name: Richard L. Gabriel
Title: Member

P-E AGENT, LLC,
as Grantee

By: Contrarian Capital Advisors, L.L.C.,
its Manager

By: 
Name: Janice M. Stanton
Title: Member

By: Touchstone Capital, LLC,
its Manager

By: 
Name: David A. Ericson
Title: Managing Member

By: Värde Partners, Inc.,
its Manager

By: _____
Name: George G. Hicks
Title: Vice President

P-E AGENT, LLC,
as Grantee

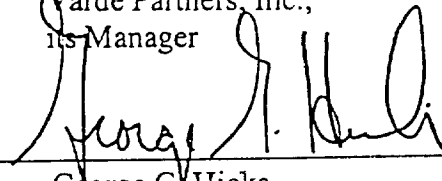
By: Contrarian Capital Advisors, L.L.C.,
its Manager

By: _____
Name: Janice M. Stanton
Title: Member

By: Touchstone Capital, LLC,
its Manager

By: _____
Name: David A. Ericson
Title: Managing Member

By: Verde Partners, Inc.,
its Manager

By:  _____
Name: George G. Hicks
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Pending Applications Owned¹

Trademark Reg./Ser. #	Mark	Class	Status	
1. US2,082,026	PHARM-ECO	1, 40, 42	Registered	July 22, 1997
2. US2,162,372	MCS LIBRARIES	1	Registered	June 2, 1998
3. US 2,076,251	AKOR	36	Registered	July 1, 1997
4. US 75/650,066	TEAM CHEMISTRY	42	Pending	filed 3/1/99
5. US 75/899870	PHARMASUITE	42	Pending	filed 1/20/00
6. US 76/034186	PHARM-ECOMMERCE	35	Pending	filed 4/25/00
7. US 76/034190*	SYNAX	5, 42	Pending	filed 4/25/00
8. US 76/034185*	CALIX	5, 42	Pending	filed 4/25/00
9. US 76/034179*	CALIX PHARMACEUTICALS	5, 42	Pending	filed 4/25/00
10. US 76/034178*	SMALL MOLECULES MAKING A DIFFERENCE	42	Pending	filed 4/25/00

PATENT

REEL: 012110 FRAME: 0967

¹ The * indicates the trademark registrations and pending applications that are filed in the name of Calix Corporation. The other listed trademark registrations and pending applications are filed in the name of Pharm-Eco Laboratories, Inc.

SCHEDULE B

United States Patent Registrations and Patent Applications¹

Patent/Serial Number	Title	Inventors	Status	Filed
1. U.S. 5,562,808	Method And Apparatus For Decontaminating A Liquid Surfactant Of Dioxane	Yesh P. Sachdeva, Richard L. Gabriel	Issued 10/8/96	filed 9/21/93
2. U.S. 5,630,914	Method And Apparatus For Decontaminating A Liquid	Yesh P. Sachdeva, Richard L. Gabriel	Issued 5/20/97	filed 6/7/95
3. U.S. 5,643,408	Apparatus For Decontaminating A Liquid Surfactant Of Dioxane	Yesh P. Sachdeva, Richard L. Gabriel	Issued 7/1/97	filed 5/16/95
4. U.S. 5,475,138	Method Preparing Amino Acid-Derived Diaminopropanols	Biman Pal, Siya Ram, Bing Cai, Yesh P. Sachdeva, Jaechul Shim, Salah A. Zahr, Emile Al-Farhan, Richard L. Gabriel	Issued 12/12/95	filed 7/7/94
5. U.S. 5,599,994	Amino Acid -Derived Diaminopropanols	Biman Pal, Siya Ram, Yesh P. Sachdeva, Jaechul Shim, Salah A. Zahr, Emile Al-Farhan, Richard L. Gabriel	Issued 2/4/97	filed 6/7/95
6. U.S. 5,618,966	Method Forming Protease Inhibitor Synthetic Intermediates	Biman Pal, Siya Ram, Bing Cai, Yesh P. Sachdeva, Jaechul Shim, Salah A. Zahr, Emile Al-Farhan, Richard L. Gabriel	Issued 4/8/97	filed 5/16/95
7. U.S. 6,631,405	Method of Forming Amino Acid-Derived Diaminopropanols	Biman Pal, Siya Ram, Bing Cai, Yesh P. Sachdeva,	Issued 5/20/97	filed 6/7/95

¹ Pharm-Eco Laboratories, Inc. owns the patents listed on this Schedule.

Patent/Serial Number	Title	Inventors	Status	
	Useful As Chemical Intermediates For Protease-inhibitors	Jaechul Shim, Salah A. Zahr, Emile Al-Farhan, Richard L. Gabriel		
8. U.S. 6,020,495	Stereoselective Method for Synthesizing Dolaphenine	Xiaoyong Sun, Yesh P. Sachdeva, Donna Kaye Wilson, Richard L. Gabriel, Siya Ram	Issued 2/1/00	Filed 12/8/97
9. U.S. 5,750,713	Stereoselective Method for Synthesizing Dolaphenine	Xiaoyong Sun, Yesh P. Sachdeva, Donna Kaye Wilson, Richard L. Gabriel, Siya Ram	Issued 5/12/98	Filed 8/18/97
10. U.S. 6,051,726	Synthesis of 2-Alkoxyestradiols	Yesh P. Sachdeva, Siya Ram	Issued 4/18/00	filed 3/13/97
11. U.S. 6,063,921	Synthesis of 11-Aryl-5,6-Dihydro-11H-Dibenz[B,E]azepines	Adel Moussa, Richard J. Lombardy, Reem M. Haider, Minghua Sun	Issued 5/16/00	filed 11/20/97
12. U.S. 6,054,598	Improved Synthesis of 2-Alkoxyestradiols	Yesh P. Sachdeva, Siya Ram	Issued 4/25/00	filed 3/23/98
13. U.S. 6,063,963	Amino Acid-Derived Diaminoproponols	Biman Pal, Siya Ram, Bing Cai, Yesh P. Sachdeva, Jaechul Shim, Salah A. Zahr, Emile Al-Farhan, Richard L. Gabriel	Issued 5/16/00	filed 7/5/95
14. U.S. 08/765,283	Amino Acid-Derived Diaminoproponols	Biman Pal, Siya Ram, Bing Cai, Yesh P. Sachdeva, Jaechul Shim, Salah A. Zahr, Emile Al-Farhan, Richard L. Gabriel	Pending	filed 1/6/97
15. US 09/041,212	Novel 2-Alkoxyestradiols and	Yesh P. Sachdeva, Ravi	Allowed	filed 3/12/98

PATENT

REEL: 012110 FRAME: 0969

Patent/Serial Number	Title	Inventors	Status	
	Derivatives thereof	Varma, Siya Ram	2/24/00	
16. US 09/342,855	Amino Acid Derivatives and Methods of Making the Same	Richard Gabriel, Jurjus Jurayj	Pending	filed 6/29/99
17. US 09/309,329	Method for Making Substituted Indoles	Robert Stevenson, Milind P. Sant, Reem M. Hider, Ahmed Hilmy, Emile Al-Farhan	Pending	filed 1/13/00
18. U.S. 09/370,819	Synthesis of 11-Aryl-5,6-Dihydro-11H-Dibenz[B,E]azepines	Adel Moussa, Richard J. Lombardy, Reem M. Haider, Minghua Sun	Pending	filed 8/9/99
19. US 09/237,334	Enzyme Activated Supports for Enantiomeric Separation	Richard L. Gabriel, David A. Swanson	Pending	filed 1/26/99
20. US 09/226,469	Synthesis of 3-Aryl-1-Indanamines	Adel M Moussa, Reem M. Haider, Heather Taft, Jurjus Jurayj, Weiheng Wang, HaeSuk Suh	Pending	filed 1/7/99
21. US 09/510,805	Simulated Moving Bed Separation of Nitroalcohol Isomers	Richard L. Gabriel, Adel M. Moussa, Sharon Fitzhenry, Changhua Liu, David Swanson, Brittany La, Salah A. Zahr	Pending	filed 2/23/00
22. US 60/136,009	Preparation of (-) FTC by Simulated Moving Bed	Salah Zahr, David A. Swanson, Adel Moussa, Luning Han	Pending	filed 5/26/99
23. US 60/155,443	Improved Synthesis of 2,7-dicyanocarbazole	Anwar Jardine	Pending	filed 9/22/99
24. US 60/169,463	Radiation Induced Crosslinking of Polysaccharide	Richard Gabriel, Ira Krull, David Swanson	Pending	filed 12/7/99

PATENT