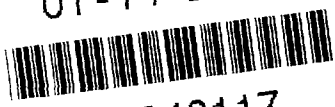


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REQUEST FOR RECORDING AND COVER SHEET UNDER 37 CFR 3.28 AND 3.31
Please record the attached original document or copy thereof.

- Name of party conveying the interest:
Akzo Nobel N.V.
- Name and address of party receiving the interest:
PerImmune Holdings Inc.
1330 Piccard Drive
Rockville, MD 20850

1-10-02

- Nature of conveyance:
 Assignment Change of Name Other

Execution Date: August 13, 1996

- Patent Application Number: 08/341,469; 08/192,089; 08/346,988;
08/430,657; 08/278,721; 08/442,856; 07/300,999; 08/382,469;
09/140,186; 08/452,938; 08/461,267; 09/397,464; 09/471,264;
08,540,298; 08/041,529; 08/343,808; 08/266,407; 08/456,840;
08/457,449; 08/478,591; 08/150,036 and 08/172,461

- Address correspondence concerning this Request to: William M. Blackstone, Akzo Nobel N.V., 1300 Piccard Drive, Suite 206, Rockville, MD 20850.

- Total number of applications or patents involved:
22 @ \$40.00 = \$880.00

- Total fee under 37 CFR 3.41: \$ 880.00

- Please charge the total fee under 37 CFR 3.41 (\$40.00) to our Deposit Account No. 02-2334. In the event any fees are required with this paper, please charge our Deposit Account No. 02-2334.

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

- Date: 11/1/01
Name: William M. Blackstone
Registration Number: 29,772

Total number of pages including cover sheet, attachments and document 24

01/14/2002 6TOM11 0000288 022334 08341469
01 FC:581 880.00 CH

~~PLEASE~~

12-11-1996



100311477

TO THE HONORABLE COMMISSIONER
OF PATENTS AND TRADEMARKS
WASHINGTON DC 20231

REQUEST FOR RECORDING AND COVER SHEET UNDER 37 CFR 3.28 AND 3.31
Please record the attached original document or copy thereof.

1. Name of party conveying the interest:
Akzo Nobel N.V.
2. Name and address of party receiving the interest:
PerImmune Holdings, Inc.
1330 Piccard Drive
Rockville, MD 20850
3. Nature of conveyance:
[X] Assignment [] Change of Name [] Other

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08/471,264; 08/540,298; 08/041,529; 08/343,808; 08/266,407;
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22 @ \$40.00 = \$880.00

Charge 880.00
Charge 30.00

7. Total fee under 37 CFR 3.41: \$ 880.00

8. Please charge the total fee under 37 CFR 3.41 (\$880.00) to our Deposit Account No. 02-2334. In the event any fees are required with this paper, please charge our Deposit Account No. 02-2334.

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

10. Date: November 12, 1996

Name: William M. Blackstone

Registration Number: 29,772

Total number of pages including cover sheet, attachments and document 24

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SIGNATURE UNIT

**PATENT AND PATENT APPLICATION
ASSIGNMENT AGREEMENT**

This Patent and Patent Application Assignment Agreement ("Assignment") is made the 13th day of August, 1996, between Akzo Nobel N.V., a Netherlands corporation, having an office at Velperweg 76, 6824 BM, Arnhem, The Netherlands (hereinafter referred to as the "Assignor") and PerImmune Holdings, Inc., a Delaware corporation, having an office at 1330 Piccard Drive, Rockville, Maryland 20850 (hereinafter referred to as the "Assignee"). Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Intellectual Property Agreement dated August 2, 1996, between Akzo Nobel Pharma International, B.V. and Assignee (the "Intellectual Property Agreement").

WHEREAS, the Assignor has filed applications for patents and has obtained patents in certain countries throughout the world and certain of these patents and patent applications are set forth in Schedule 1.2(a) of the Intellectual Property Agreement (hereinafter referred to as the "Assigned Patents"); and

WHEREAS, the Assignor wishes to sell, transfer and assign to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interest in and to the Assigned Patents and all of the goodwill associated therewith, as well as any and all rights the Assignor may have throughout the world with respect to such Assigned Patents.

NOW, THEREFORE, the Assignor and Assignee agree as follows:

Section 1

Effective the date of this Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer to the Assignee and Assignee's successors and assigns, all rights, titles and interests of Assignor in and to the Assigned Patents, including without limitation, all divisions, continuations, continuations-in-part and any patents issuing thereon, renewals, reissues, extensions and prolongations thereof, all rights to income associated therewith, the goodwill of the business relating to the Assigned Patents, and the right to sue for past, present and future infringement of the Assigned Patents, for the benefit of Assignee and Assignee's successors and assigns, in as ample and beneficial a manner as said Assignor could have held and enjoyed the same if the Assignment had not been made.

ASSIGNOR hereby agrees that it shall perform upon the request of ASSIGNEE, or said ASSIGNEE'S successors or assigns, any and all acts relating to the obtaining or to the asserting of said Assigned Patents, including without limitation any and all divisions, continuations, continuations-in-part, and any patents issuing thereon, and renewals, reissues, extensions and prolongations thereof.

ASSIGNOR authorizes and requests the United States Commissioner of Patents and Trademarks and equivalent authorities throughout the world to issue Letters Patent on patent applications included in Assigned Patents, and on any and all divisions, continuations, continuations-in-part thereof, and any renewals, reissues, extensions and prolongations thereof, to said ASSIGNEE and said ASSIGNEE'S successors and assigns, in accordance herewith.

The Assignee does hereby accept this assignment.

Section 2

(a) Assignor is the owner of all Assigned Patents with the authority to transfer to Assignee all its interest in such Assigned Patents;

(b) Akzo Nobel Pharma International, B.V. is the beneficial owner of Assigned Patents and shall, after assignment by Assignor to Assignee of Assigned Patents, retain no interest, claim or right with respect to said Assigned Patents and shall thereafter have no beneficial interest therein.

(c) ASSIGNOR agrees to promptly, upon request and without further compensation, but with all out-of-pocket costs or expenses to be reimbursed by ASSIGNEE, do all lawful acts including the execution of all necessary documents, and the giving of testimony that in the opinion of the said ASSIGNEE, its successors and assigns, may be necessary or desirable for obtaining, sustaining, reissuing, renewing and enforcing United States Letters Patent and foreign Letters Patent in or issued from Assigned Patents, and for perfecting, affirming, recording, and maintaining the title of said ASSIGNEE, and its successors and assigns thereto, and to generally cooperate with said ASSIGNEE to the fullest extent in all matters pertaining to said Assigned Patents and said ASSIGNEE'S title thereto.

(d) Except as otherwise disclosed in Schedule 4.7 to the Intellectual Property Agreement, there has been no claim against either Assignor or any Affiliate for infringement of any Assigned Patents.

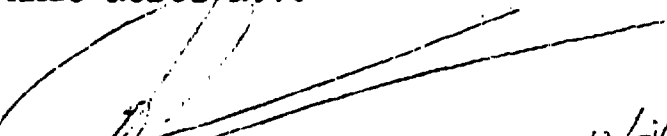
Section 3

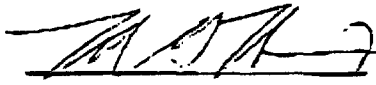
(a) Should any provision hereof be ineffective or infeasible, the validity of this Agreement shall not be affected in any other respect. The parties shall cooperate to achieve the intended result of the ineffective or infeasible provision by taking all reasonable efforts to achieve the same economic and legal result.

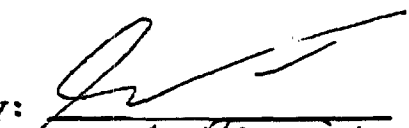
(b) Amendments hereto and amplifications hereof shall be in writing and signed by both parties.

ASSIGNOR:
Akzo Nobel N.V.

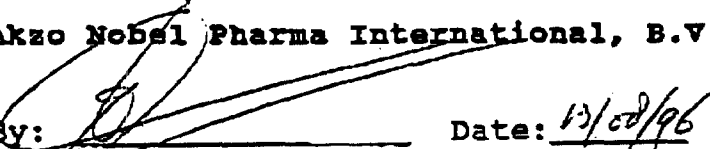
ASSIGNEE:
PerImmune Holdings, Inc.

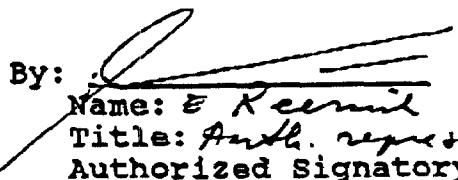
By:  Date: 13/02/96
Name: F.G.H. Hermann
Title: Auth. representative
Authorized Signatory

By:  Date: 8/13/96
Name:
Title:
Authorized Signatory

By:  Date: 13/08/96
Name: E. Reemil
Title: Deputy Director Legal Affairs
Authorized Signatory

Akzo Nobel Pharma International, B.V.

By:  Date: 13/08/96
Name: F.G.H. Hermann
Title: Auth. representative
Authorized Signatory

By:  Date: 13/08/96
Name: E. Reemil
Title: Auth. representative
Authorized Signatory

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Security Agreement") is made and entered into as of this 13th day of August, 1996, by and among PerImmune Holdings, Inc., whose address is 1330 Piccard Drive, Rockville, Maryland 20850-4396 ("Holdings"), PerImmune, Inc. ("PerImmune"), Akzo Nobel Pharma International, B.V., a corporation formed under the laws of the Netherlands ("Pharma"), Organon Teknika Corporation ("OTC" together with Pharma, the "Secured Parties") and Pharma, in its capacity as Collateral Agent hereunder ("Collateral Agent").

WB
MGA

RECITAL

WHEREAS, pursuant to that certain Promissory Note (the "Purchase Price Note") dated as of August 2, 1996, made by Holdings pursuant to Section 2.2 of the Stock Purchase Agreement, dated as of July 1, 1996 (as amended, modified or supplemented from time to time) (the "Stock Purchase Agreement"), Holdings has promised to pay to OTC an amount equal to Nine Million Two Hundred Thirty-four Thousand Nine Hundred Thirty-five Dollars (\$9,234,935).

WB
MGA

WHEREAS, pursuant to a certain credit agreement, dated as of August 2, 1996 (as amended, modified or supplemented from time to time) (the "Credit Agreement") between PerImmune and OTC, OTC has agreed to make to or for the account of PerImmune certain loans up to Three Million Six Hundred Thousand Dollars (\$3,600,000) as may be increased by One Million Eight Hundred Thousand Dollars (\$1,800,000) in accordance with such Credit Agreement, to be evidenced by PerImmune's Secured Promissory Note (the "Secured Note").

WB
MGA

WHEREAS, pursuant to a certain working capital facility, dated as of August 2, 1996 (as amended, modified or supplement from time to time) (the "Working Capital Facility") between PerImmune and OTC, OTC has agreed to make to or for the account of PerImmune certain loans up to Two Million Eight Hundred Seventy-one Thousand Five Hundred Thirty-two Dollars (\$2,871,532) to be evidenced by PerImmune's Working Capital Secured Note (the "Working Capital Note").

WB
MGA

WHEREAS, pursuant to a certain intellectual property agreement by and between Holdings and Pharma dated as of August 2, 1996 (the "Intellectual Property Agreement") whereby, in consideration of the transfer to Holdings of certain patents and patent applications and other intellectual property, Holdings has agreed to make to Pharma certain future payments.

WB
MGA

WHEREAS, the parties hereto intend that the respective obligations of Holdings under the Purchase Price Note and under the Intellectual Property Agreement, and of PerImmune under the Credit Agreement and the Working Capital Facility shall be secured by a pledge of Holdings' right, title and interest in the Collateral (as defined herein).

WHEREAS, the parties hereto intend that Pharma act as Collateral Agent for the equal and ratable benefit of the Secured Parties.

AGREEMENT

Now therefore, in consideration of the above recitals and the agreement hereinafter set forth, the parties hereto agree as follows:

1. Creation of Security Interest. In order to secure the payment and performances of all Obligations, Holdings hereby grants to the Collateral Agent, for the equal and ratable benefit of the Secured Parties, a security interest in all of Holdings' right, title and interest in and to the collateral described in Section 2 below (the "Collateral") in order to secure the payment and performance of the respective obligations of PerImmune and Holdings to Secured Parties described in Section 3 below.

2. Collateral.

(a) The Collateral under this Security Agreement shall mean (i) those certain patents and patent applications set forth in Schedule A attached hereto (including, without limitation, all divisions, continuations, continuations-in-part, reissues, renewals or extensions thereof) (the "Patents") and (ii) those certain trademarks set forth on Schedule B attached hereto (including all goodwill of Holdings' business connected with the use of, and symbolized by, any and all such trademarks) (the "Trademarks").

(b) If, before the termination of this Agreement, Holdings shall become entitled to the benefit of any patent or patent application for any division, continuation, continuation-in-part, reissues, renewal or extension of a Patent, the provisions of Section 1 shall automatically apply thereto and Holdings shall give to the Collateral Agent prompt notice thereof in writing. Holdings authorizes the Collateral Agent to modify this Agreement by amending Schedule A to reflect the addition of such patents or patent applications.

3. Secured Obligations of Debtor. The Collateral secures and shall hereafter secure (i) the payment by PerImmune to OTC of all indebtedness now or hereafter owed to OTC by PerImmune under the Credit Facility, the Secured Note, the Working Capital Facility, the Working Capital Note and this Security Agreement together with any interest thereon and extensions, modifications and renewals thereof, and (ii) the payment by Holdings (a) to OTC of all indebtedness owed to OTC under the Purchase Price Note, and (b) to Pharma of all amounts due pursuant to Section 2.2(a)(i) and Section 2.2(b) of the Intellectual Property Agreement prior to the termination of this Agreement and (iii) performance by Holdings of all other obligations and the discharge of all other liabilities to Secured Parties of every kind and character, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, joint, several and joint and several, created under this Security Agreement (together, the "Obligations"). All payments and performance shall be in

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accordance with the terms under which said indebtedness, obligations and liabilities were or are hereafter incurred or created.

4. The Collateral Agent. Pharma is hereby appointed as the Collateral Agent to serve in such capacity until a successor is duly appointed. The Collateral Agent hereby accepts such appointment and acknowledges that it is acting in such capacity for the benefit of the Secured Parties.

5. Restrictions on Future Agreements. Holdings agrees that, except as set forth in Section 8 hereof, until the Obligations shall have been satisfied in full and this Agreement shall have been terminated, Holdings will not, without the Collateral Agent's prior written consent, (a) enter into any agreement that is inconsistent with Holding's obligations under this Agreement or (b) sell, pledge, license or assign its interest in any of the Collateral.

6. Defaults and Remedies

Holdings shall be in default under this Agreement upon the happening of any of the following events:

(a) PerImmune fails to pay or perform any of the obligations owed to OTC in accordance with the terms upon which such obligations were incurred or created under the Secured Note or the Working Capital Note and such failure continues thereafter for a period of thirty (30) days after such sum becomes due and owing.

(b) Holdings fails to pay or perform any of the obligations owed to OTC under the Purchase Price Note or to Pharma under Section 2.2(a)(i) and Section 2.2(b) of the Intellectual Property Agreement in accordance with the respective terms upon which such obligation was incurred or created and such failure continues thereafter, in the case of the Purchase Price Note, for a period of thirty (30) days after such sum becomes due and owing, and in the case of payments under Section 2.2(a)(i) and Section 2.2(b) of the Intellectual Property Agreement, for a period of thirty (30) days after written notice to Holdings that such sums are due and owing.

(c) All or any portion of the Collateral is seized or levied by writ of attachment, garnishment, execution or otherwise and such seizure or levy is not released within fifteen (15) days thereof.

(d) PerImmune executes a general assignment for the benefit of its creditors, ceases to conduct its business in the ordinary course as it is now conducted, convenes any meeting of its creditors, becomes insolvent, admits in writing its insolvency or inability to pay its debts, or is unable to pay or is generally not paying its debts as they become due.

(e) Holdings executes a general assignment for the benefit of its creditors, ceases to conduct its business in the ordinary course as it is now

conducted, convenes any meeting of its creditors, becomes insolvent, admits in writing its insolvency or inability to pay its debts, or is unable to pay or is generally not paying its debts as they become due.

(f) A receiver, trustee, custodian or agent is appointed to take possession of all or any substantial portion of PerImmune's assets.

(g) A receiver, trustee, custodian or agent is appointed to take possession of all or any portion of the Collateral or all or any substantial portion of Holdings' assets.

(h) Any case or proceeding is voluntarily commenced by PerImmune under any provision of the Federal Bankruptcy Code or any other federal or state law relating to debtor rehabilitation, insolvency, bankruptcy, liquidation or reorganization, or any such case or proceeding is involuntarily commenced against PerImmune.

(i) Any case or proceeding is voluntarily commenced by Holdings under any provision of the Federal Bankruptcy Code or any other federal or state law relating to debtor rehabilitation, insolvency, bankruptcy, liquidation or reorganization, or any such case or proceeding is involuntarily commenced against Holdings.

Upon such default hereunder, Collateral Agent, acting for the benefit of the Secured Parties, shall have the remedies of a secured party under the applicable Uniform Commercial Code and as set forth in Section 10. PerImmune or Holdings, as appropriate, shall reimburse the Collateral Agent for all reasonable costs and reasonable attorney's fees incurred by Collateral Agent in pursuing any remedies, which costs and fees are also Obligations secured hereunder.

7. Use and Pledge of Pledged Collateral. Unless an event of default shall have occurred, Collateral Agent, on behalf of Secured Parties, shall from time to time execute and deliver, upon written request of Holdings, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of Holdings to enable PerImmune to continue to exploit, license, use, enjoy and protect the Collateral throughout the world provided such instrument, certificate or document does not conflict with nor diminish the rights of the Collateral Agent or the Secured Parties hereunder and provided that Holdings gives adequate assurance that the proceeds of the proposed transaction will be applied toward any payment obligations that will be due and owing to Pharma under the Intellectual Property Agreement as a result of such transaction. The parties hereto each acknowledges that this Agreement is intended for the benefit of the Collateral Agent on behalf of the Secured Parties and to grant a security interest in and lien upon the Collateral and that, notwithstanding the provisions of Section 10 hereof, shall not constitute or create a present assignment of the Collateral.

8. Transfer of Collateral. The parties hereto each recognize and acknowledge the right of Holdings under the Intellectual Property Agreement to transfer and

assign to PerImmune all of Holdings' rights, title and interest in the Collateral, and the Collateral Agent and the Secured Parties agree to promptly execute and deliver all further documents and instruments, and to take all further actions that may be necessary or that Holdings or PerImmune may request, in order to reflect or acknowledge such transfer. Upon consummation of the transfer of the Collateral, PerImmune shall be bound by all terms of this Agreement.

9. Termination of Agreement. This Security Agreement shall terminate upon the earlier of (i) full and final payment and performance of all indebtedness and obligations secured hereunder, and (ii) in the absence of a default hereunder, two (2) years from the date of this Security Agreement (provided that such term shall be extended for the length of any cure period if an event has occurred which would constitute a default if not for the additional time allowed for the cure period). At such time, Collateral Agent shall promptly execute and deliver to Holdings all deeds, assignments and other instruments (including termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement and the release of the security interest in the Collateral created hereunder.

10. Conditional Assignment.

10.1 In order to induce the Secured Parties to provide funds and credit as set forth above, Holdings has agreed to make the conditional assignment described in this Section 10 to the Collateral Agent of the Patents and the Trademarks to secure Holdings' and PerImmune's performance of their Obligations pursuant to this Agreement.

10.2 Holdings hereby conditionally grants, assigns and conveys to the Collateral Agent the entire right, title and interest in and to the Patents and the Trademarks. The parties hereto acknowledge that the conditional assignment pursuant to this Section 10.2 shall have no effect, and the Collateral Agent shall have no ownership interest in the Patents and the Trademarks pursuant to this Section 10.2, unless and until there shall have occurred an event of default under Section 6 above. Upon termination of this Agreement pursuant to Section 9 above, the conditional assignment pursuant to this Section 10.2 shall be terminated, and thereafter shall not be given any effect. Upon the occurrence of an event of default hereunder, any and all rights, residual, inchoate, by license or of any kind, that Holdings may have in the Patents and the Trademarks shall be deemed assigned to Collateral Agent, which shall then have the entire right, title and interest in and to the Patents and the Trademarks, free of any obligation to Holdings, by effect of this conditional assignment.

10.3 If, before the Obligations shall have been satisfied in full, Holdings shall become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 10.2 shall automatically apply thereto and Holdings shall give to Collateral Agent prompt notice thereof in writing. Holdings

authorizes Collateral Agent to modify this Agreement by amending Schedule A to include any such future patents and patent applications.

11. Miscellaneous Provisions

11.1 Notices. Notices, requests and other communications hereunder shall be in writing and may be delivered personally or sent by telegram, telex or first class mail to the parties addressed as follows:

To PerImmune:

PerImmune, Inc.
1330 Piccard Drive
Rockville, MD 20850-4396
Attention: Michael G. Hanna, Jr.

To Holdings:

PerImmune Holdings, Inc.
1330 Piccard Drive
Rockville, MD 20850-4396
Attention: Michael G. Hanna, Jr.

To Pharma:

Akzo Nobel Pharma International, B.V.
P.O. Box 20 5345 BH
Oss, The Netherlands
Attn: General Counsel

To OTC:

Organon Teknika Corporation
100 Akzo Avenue
Durham, N.C. 27712
Attn: President

Such notices, requests and other communications sent as provided above shall be effective when received by the addressee thereof, but if sent by registered or certified mail, postage prepaid, shall be effective three (3) business days after being deposited in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other parties hereto in conformity with this section.

11.2 Headings. All headings have been inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provision hereof.

11.3 Governing Law. This Security Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Maryland.

11.4 Binding Agreement. All rights of Secured Parties hereunder shall inure to the benefit of each of its successors and assigns. PerImmune shall not assign any of its interest under this Security Agreement without the prior written consent of Secured Parties.

11.5 Definitions. All terms not defined herein shall have the meaning set forth in the applicable Uniform Commercial Code, except where the context otherwise requires.

11.6 Entire Agreement. This Security Agreement, the Credit Agreement, the Working Capital Agreement, the Purchase Price Note, the Secured Note and the Working Capital Note executed in connection herewith, are intended by the parties as a final expression of their agreement and are intended as a complete and exclusive statement of the terms and conditions thereof.

11.7 Severability. If any provision of this Security Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law.

11.8 Jurisdiction. Pharma (including in its capacity as Collateral Agent) hereby irrevocably submits for the benefit of PerImmune and Holdings to the jurisdiction of the federal district courts located in the State of Maryland in connection with any controversy, suit, action or proceeding which may arise out of or in connection with this Security Agreement and the transactions contemplated hereby. Pharma (including in its capacity as Collateral Agent) hereby irrevocably waives any objection which it might now or hereafter have to the courts referred to in the preceding sentence being nominated as the forum to hear and determine any controversy, suit, action or proceeding which may arise out of or in connection with this Security Agreement and the transactions contemplated hereby, on the basis of improper venue, inconvenient forum or otherwise, and agrees not to claim that any such court is not a convenient or appropriate forum.

11.9 Agent for Service of Process.

(a) In connection with this Security Agreement and the transactions contemplated hereby, Pharma (including in its capacity as Collateral Agent) hereby agrees that the process by which any suit, action or proceeding is begun in the federal district courts located in the State of Maryland may be served on it by being delivered to Organon Teknika Corporation, 100 Akzo Avenue, Durham, N.C. 27712, Attn: President, and hereby irrevocably appoints such person as its agent for the service of process in connection therewith. If the appointment of the person mentioned in this Section 11.9 ceases to be effective, Pharma shall immediately appoint a further person to accept service of process on its behalf in Maryland and, failing such

appointment within five (5) days after notice thereof to Pharma, Holdings or PerImmune shall be entitled to appoint such a person by notice to Pharma. Pharma (including in its capacity as Collateral Agent) further irrevocably consents to the service of process out of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Pharma, at the address identified for it in Section 11.1, such service to become effective ten (10) days after such mailing. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.


(b) The submission to the jurisdiction of the courts referred to above shall not (and shall not be construed so as to) limit the right of Holdings or PerImmune hereby to take proceedings against Pharma (including in its capacity as Collateral Agent) with respect to this Security Agreement and the transactions contemplated hereby in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

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

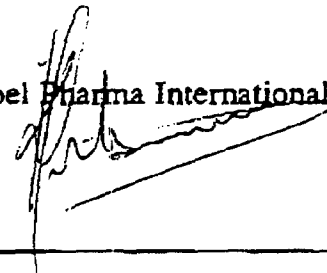
PerImmune, Inc.

By 
Title _____


PerImmune Holdings, Inc.

By 
Title _____

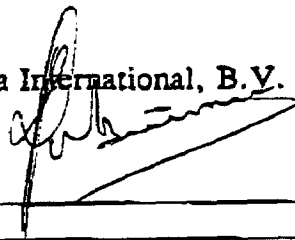
Akzo Nobel Pharma International B.V.


By _____
Title _____

Organon Teknika Corporation

By 
Title _____

Akzo Nobel Pharma International, B.V.
as Collateral Agent


By _____
Title _____

Intellectual Property Security Agreement

Patents and Patent Applications

Title	Country	Patent #	Allowed App #	Filed App #
Monoclonal Antibodies				
Tumor specific monoclonal antibodies	US	4,828,991		
Tumor associated monoclonal antibodies derived from human B-cell line	US	4,997,762 5,180,814		
	AT	E71410		
	AU	589,351 635,511		
	BE	0151030		
	CA			473130
	CH	0151030		
	DE	P3585093		
	DK			408/85
	EP	0151030		
	ES	539,987		
	FR	0151030		
	GB	0151030		
	GR	850,179		
	HU	209,519		
	IE	58,859		
	IL	74,156 91,045		
	IT	0151030		
	JP	2021518		269230/93
	LU	0151030		
	NL	0151030		
NZ	210,867			
PT	79,894			
SE	0151030			
ZA	8,500,689			

Schedule A

Patents and Patent Applications

Title	Country	Patent #	Allowed App #	Filed App #
Tumor specific monoclonal antibodies	US	5,106,738		
Tumor associated monoclonal antibody 81AV78	US	5,348,880		
	AU	656785		
	CA			2108767
	EP			92913154.8
	FI			935038
	JP			500176/93
	KR			93/703412
	WO			US92/04023
Tumor associated monoclonal antibodies	US	5,474,755		
Monoclonal Antibody 88BV59	US			08/341469
	AU	651,261		
	CA			2083542
	EP			92203827.8
	FI			925638
	HU			9203932
	ID			P-005142
	IL			103758
	JP			331961/92
	KR			92/23925
	NO			924803
	NZ	245443		
	TW			81109353
	ZA	92/8880		
Monoclonal antibody 88BV59, subclones and method of making	US			08/192089
	AU			17425/95
	CA			2158572
	EP			95909472.3
	FI			954700
	JP			520778/95

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Title	Country	Patent #	Allowed App #	Filed App #
Tumor associated monoclonal antibody 123AV16	KR			95/704282
	WO			US95/01440
	US	5,495,002		
	ID			P-950285
	WO			EP95/00581
In-vitro method for producing antigen specific human monoclonal antibodies	ZA	95/1113		
	US	5,229,275		
	AT	E123,311		
	AU	647,112		
	BE	0,454,225		
	CA			2,041,213
	CH	0,454,225		
	DE	69,110,084.5 555		
	DK	0,454,225		
	EP	0,454,225		
	ES	0,454,225		
	FI			912,016
	FR	0,454,225		
	GB	0,454,225		
	GR	3,017,162		
	IE	66,523		
	IT	0,454,225		
	JP			191343/91
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SE	0,454,225			
ZA	91/2998			
Imaging infectious foci with human IgM 16.88	US		08/346,988	

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Title	Country	Patent #	Allowed App #	Filed App #
	IT	0429644		
	JP	.		513354/90
	KR			91/700100
	NL	0429644		
	SE	0429644		
	WO			US90/02910
	ZA	90/4047		
Technetium-99M labelling of proteins	US	5,317,091		
	AU	658,403		
	CA			2104943
	EP			92907824.4
	FI			933760
	JP			507406/92
	KR			93/702561
	WO			US92/01577
Chelator IDAC-2 and methods for purifying chelator conjugated compounds	US			08/278721 08/442856
	WO			US95/09285
New Polyamino-carboxylate chelators	US			95/00068
	WO			US95/00068
Pre-Targeting				
Site specific in vivo activation of therapeutic drugs	US	5,433,955		07/300999 08/382469
	AT	E123414		
	AU	648,015		
	BE	0454783		
	CA			2025899
	CH	0454783		
	DE	69019959.7		
	DK	0454783		

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Title	Country	Patent #	Allowed App #	Filed App #
Chelators				
Method for purifying chelator conjugated compounds	US	5,244,816		
	AU	656,717		
	CA			2,069,303
	DK			0488/92
	EP			90915696.0
	FI			921,579
	IE			3585/90
	JP			514572/90
	KR			92/700833
	NZ			235,618
	PT			95574
	WO			US90/05772
	ZA			90/8095
Chelating agents for attaching metal ions to proteins	US	5,292,868 5,488,126	08/430657	
	AT	E128035		
	AU	638,757		
	BE	0429644		
	CA			2,033,086
	CH	0429644		
	DE	69022542.3		
	DK	0429644		
	EP	0429644		95200465.3
	ES	0429644		
	FI			910,329
	FR	0429644		
	GB	0429644		
	IE			1867/90

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Title	Country	Patent #	Allowed App #	Filed App #
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	ES	0454783		
	FI			913,511
	FR	0454783		
	GB	0454783		
	IT	0454783		
	JP			503116/90
	KR			90/702129
	LU	0454783		
	NL	0454783		
	NO			912,864
	SE	0454783		
	WO			90/00503
In Vivo Binding Pair Pretargeting	US		08/140186	08/452938 08/461267
	AU	663,582		
	CA			2,107,558
	EP			93906276.6
	FI			934,857
	ID			P-005991
	JP			515830/93
	KR			93/703311
	WO			US93/01858
	ZA	93/3035		
High yield preparation of dimeric to decameric chitin oligomers	US			08/397464
	IL			117052
	WO			US96/02705

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Title	Country	Patent #	Allowed App #	Filed App #
Polymer affinity systems in the delivery of cytotoxic materials and other compounds to the site of disease Immunotherapy	US			08/471264
Active specific immunotherapy	US	5,484,596		08/540298
CTAA 28A32, the antigen recognized by MCA 28A32	US		08/041529	
	AT	0537168		
	AU	660,927		
	BE	0537168		
	CA			2079601
	CH	0537168		
	DE	0537168		
	DK	0537168		
	EP	0537168		
	ES	0537168		
	FI			924576
	FR	0537168		
	GB	0537168		
	GR	0537168		
	IT	0537168		
	JP			508604/91
	KR			92/702530
	LU	0537168		
	NL	0537168		

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Title	Country	Patent #	Allowed App #	Filed App #
Antigen recognized by MCA 16.88	SE	0537168		
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	US	5,338,832		
	AT	E137674		
	AU	618,209		
	BE	0328578		
	CA			571,017
	CH	0328578		
	DE	P3855290.9		
	DK			1025/89
	EP	0328578		
	FR	0328578		
	GB	0328578		
	HU			4187/88
	IE			2034/88
	IL	86,958		
	IT	0328578		
	JP			505983/89
	LU	0328578		
	NL	0328578		
NZ	225,280			
SE	0328578			
WO	US88/02245			
ZA	88/4777			
Keyhole limpet hemocyanin composition with enhanced immunogenic activity	US	5,407,912		08/343808
	AU			60519/94
	CA			2121296
	EP			94200997.8

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Title	Country	Patent #	Allowed App #	Filed App #
	FI			941725
	ID			P-940578
	JP			104838/94
	KR			94/8063
	ZA	94/2510		
Tumor associated epitope	US			08/478591
CTAA 81AV78, the antigen recognized by human monoclonal antibody 81AV78	US			08/150036
	AU			20085/92
	CA			2102422
	EP			92912470.9
	FI			934,963
	JP			500223/93
	KR			93/703413
	WO			US92/04108
Others				
Leukoregulin, an antitumor lymphokine and its therapeutic uses	US	4,849,506 5,082,657		
	AT	E48617		
	AU	592,529 641,386		
	BE	0179127		
	CA			478,987
	CH	0179127		
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	DK	170,781 170,423		
	EP	0179127		
	FI	85,867		
	FR	0179127		
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Title	Country	Patent #	Allowed App #	Filed App #
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	JP			501862/85 300409/93
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	NL	0179127		
	NO	170,423		
	SE	0179127		
	WO			US85/00626
Urethral catheter and catheterization process	US	5,120,316		
Immunoreactive peptides of apo(a)	US			08/266407 08/456840 08/457449 08/172461
	AU			81,606/94
	CA			2138605
	EP			94203653.4
	FI			945976
	ID			P-942209
	JP			318892/94
	KR			94/35809
	ZA	94/10145		
An alignment system to overlay abdominal computer aided tomography and magnetic resonance anatomy with single photon emission tomography	US	5,299,253		

Intellectual Property Security Agreement

Trademarks

OncoSpect™
Oncovax™
Onconostika™
Oncoscan™
Oncoselect™
Apo-Tek Lp(a)*
Apo-Tek Apo E*
KLH Immune Activator*

* Final name and registration to be completed