

FORM PTO-1595 (modified)

(Rev 6-93)

REC



HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102008369

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Infigen, Inc.

MRD
2/20/2

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

Wisconsin Department of Commerce

OFFICE OF PUBLIC RECORDS
2002 FEB 20 AM 10:14
FINANCE SECTION

Additional conveying party(ies) NO

3. Nature of conveyance:

SECURITY AGREEMENT

Execution Date:

1/31/02

Additional name(s) & address(es) attached? NO

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

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

A. Patent Application Number(s):

09/354,276

B. Patent Number(s):

Additional numbers attached? NO

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

Michael A. Whittaker
FOLEY & LARDNER
P.O. Box 80278
San Diego, California 92138-0278

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Charge to deposit account

8. Deposit account number: 50-0872

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael A. Whittaker

1/31/02

Name of person signing

Signature

Date

03/11/2002 LNUELLER 00000047 09354276

01 FC:501 40.00 OPT Total number of pages including cover sheet, attachments, and document: 4

SECURITY AGREEMENT (PATENT)

This AGREEMENT is entered into by and between the Wisconsin Department of Commerce and Infigen, Inc.

This AGREEMENT (PATENT), dated as of January 31, 2002 (this "Agreement"), is made by Infigen, Inc., a Delaware corporation (the "Company") for the benefit of the Wisconsin Department of Commerce ("the Department") as the holders of the 4% Promissory Note due August 1, 2007, of which Protein Genetics, Inc. (the "Borrower") is the borrower, and of which the Company is guarantor.

R E C I T A L

The Note was issued pursuant to a Technology Development Loan Agreement dated as of August 28, 2001 (as amended through the date hereof, the "Note Agreement").

The Company is jointly and severally liable on all obligations of the Borrower under the Note Agreement, and the Note, and to secure such obligations has granted to the Purchasers a first priority security interest in certain of its assets pursuant to a Guarantee Agreement dated August 28, 2001 (the "Guarantee Agreement") and this Agreement.

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, have the meanings given therefor in the Guarantee Agreement.

2. Security Interest. To secure the payment and performance of the secured obligations, the Company does hereby grant to the Department a continuing security interest in and Lien on, all of the Company's right, title and interest in, to and under the following property, which constitutes a portion of the Intellectual Property, whether presently existing or hereafter acquired or existing:

(a) all patents described on Attachment I hereto, including without limitation, the inventions and improvements described therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations in part thereof (the "Patents");

(b) all patent applications described on Attachment I hereto, including without limitation, the inventions and improvements described therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations in part thereof (the "Patent Applications");

(c) all licenses or other agreements, whether written or oral, providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent,

including, without limitation, any thereof referred to in Attachment I hereto (the "Patent Licenses");

(d) all proceeds and products of each Patent, Patent Application, and Patent License, including without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (clauses (a) through (c), collectively the "Patent Collateral"); and

(e) all reissues, extensions or renewals of any of the items described in clauses (a) through (d).

3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Department in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Purchasers under the Guarantee Agreement. The Security Agreement (and all rights and remedies available to the Department thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon payment in of all of the secured obligations, the Department shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Department with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by this reference.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first written above.

The Company:

INFIGEN, INC.

By: 

Name: Eric G. Postel, Chief Financial Officer

ATTACHMENT I
to
Security Release

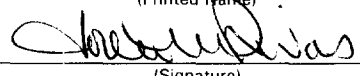
028040-5202

<u>LL</u> <u>Docket</u>	<u>FL</u> <u>Docket</u>	<u>Country</u>	<u>Type</u>	<u>Date Filed</u>	<u>Inventors</u>	<u>Serial No.</u>
Identification and Use of Molecular Markers Indicating Cellular Programming						
244/255		US	CON	7/15/99	<u>Streichenko, et al</u>	09/354,276

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: STRELCHENKO et al.
Title: METHOD OF PRODUCING A
POLYPEPTIDE IN AN UNGULATE
Appl. No.: 09/354,276
Filing Date: July 15, 1999
Examiner: D. Crouch
Art Unit: 1632

CERTIFICATE OF MAILING
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below.

Jodie M. Rivas
(Printed Name)

(Signature)
May 21 2002
(Date of Deposit)

TRANSMITTAL

U.S. Patent and Trademark Office, Assignment Division
Box: Assignments
CG-4, 1213 Jefferson Davis Hwy, Suite 230
Washington, DC 20231

Sir:

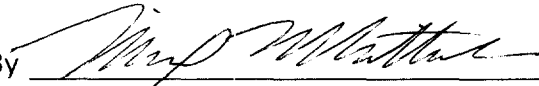
Transmitted herewith is:

- Assignment Recordation (Hancock et al. to Infigen);
 - Notice of Non-Recordation (ID # 102006060);
 - Assignment and Release of Security Interest (Previously submitted);
 - Assignment Recordation (Infigen to Wisconsin Dept. of Commerce);
 - Notice of Non-Recordation (ID # 102008369); and
 - Assignment and Security Agreement.
- The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 50-0872 (Order No. 028040-5202). Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 50-0872 (Order No. 028040-5202).

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date May 21, 2002
FOLEY & LARDNER
P.O. Box 80278
San Diego, CA 92138-0278
Telephone: (858) 847-6721
Facsimile: (858) 792-6773

By 
Michael A. Whittaker
Attorney for Applicant
Registration No. 46,230



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MAY 01, 2002

MAY - 8 2002

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov

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PTAS

I.P. DEPT.
FOLEY & LARDNER



102008369A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102008369

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

- 1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

MAURICE CARTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Due 5-31-02
DOCKETED
hm
MAY 8 2002