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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102276751 OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings	, <u> </u>
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
Insert Therapeutics, Inc.	Name: California Technology Partners, L.P.
2585 Nina Street Pasadena, CA 91107	Internal Address:
r dadding, Greation	
Additional name(s) of conveying party(ies) attached? 🖳 Yes 🛂 No	
3. Nature of conveyance:	
📮 Assignment 🔲 Merger	1111 C Arroya Barkway
Security Agreement	Street Address: 1111 S. Arroyo Parkway
9860	Suite 415
Other	
	City: Pasadena State: CA Zipo 91105
Execution Date:	Additional name(s) & address(es) attached? Yell Yell No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new appli	cation, the execution date of the application iso
A. Patent Application No.(s)	B. Patent No.(s)
60/336,314 60/337,304 60/358,830	
60/394,674 09/203,556 09/339,818 10/097,326 09/453,707 Additional numbers at	 
5. Name and address of party to whom correspondence	tached? Yes No
concerning document should be mailed:	6. Total number of applications and patents involved: 13
Name: Daniel F. Plucinski	7. Total fee (37 CFR 3.41)\$_520.00
	☐ Enclosed
Internal Address: Akin Gump Strauss Hauer	
& Feld, LLP	Authorized to be charged to deposit account
2000 0 1 5 1 5 1	8. Deposit account number:
Street Address: 2029 Century Park East	00.0050
Suite 2400	20-0052
CA 00067	(Attach duplicate copy of this page if paying by deposit account)
City: Los Angeles State: CA Zip: 90067	( mash suphects supply of the page in paying all aspects assessing
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Statement and signature.	
To the best of my knowledge and belief, the foregoing i	nformation is true and correct and any attached copy
is a true copy of the original document.  Christine E. Wilson	10/08/02
Name of Person Signing	Signature Date
	er sheet, attachments, and documents:

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

11/07/2002 GTOW11 00000157 200052 60336314 520.00 CH

01 FC:8021

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

Additional Receiving Party:

J.J. Jacobs Enterprises, LLC 1111Arroyo Parkway Suite 415 Pasadena, CA 91105

Additional Patent Application Numbers:

10/021,312 10/021,294

PCT/US99/28547 PCT/US99/14298 PCT/US01/48620

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# CALTECH PATENT APPLICATION STATUS

Case Number	Sub	Client Reference	Country	Application Number	Title	Status
						Danding
38134-5001			US	09/203,556	LINEAR CYCLODEXTRIN COPOLYMERS	Danding
	01	CIT 2611-CIP	ns	09/339,818		Pending
	02		Sn	10/097,326		Pending
	0.1	CIT 2611-AU	AU	48305/99	A STATE OF THE PARTY OF THE PAR	Dending
	0.1	CIT 2611-BR	BR	PI9911754-1		Pending
	0.1	CIT 2611-CA	CA	2,336,390		Published
	01		CN	99808380.1		Pending
	01	CIT 2611-EP	EP	99931889.2		Published
	01	CIT 2611-HU	DH.	P0105472		Pending
	01	CIT 2611-IL	비!	140,552		Pending
	0.1	CIT 2611-JP	Th	2000-558134		Pending
	0.1	CIT 2611-KR	K	10-2001-7000019		Pending
	01	CIT 2611-MX	ΜX	PA/a/2001/000206		Pending
	101	CIT 2611-RU	RU	2001102789		Dending
	01	CIT 2611-SG	SG	200007668-7		Closed
	[0	CIT 2611-WO	WO	PCT/US99/14298		Closed
	01	CIT 2611-ZA	ZA	20010618		Pending
					METHOD OF PREPARING A SUPRAMOLECULAR COMPLEX	
					CONTAINING A THERAPEUTIC AGENT AND A MULTI-DIMENSIONAL	Dending
38134-5002		CIT 2913	ns	09/453,707	POLYMER NETWORK	Londing
	<u> </u>	CIT 2913-CA	CA	2,353,552		Pending
	ļ 	CIT 2913-EP	EP	99965967.5		Fuolished
		CIT 2913-JP	JP	2000-586375		Feliaing
		CIT 2913-WO	WO	PCT/US99/28547		Closed
38134-5005		CIT 3421	US	10/021,312	COMPOSITIONS CONTAINING INCLUSION COMPLEXES	Pending
	 	CIT 3421-TW	TW	90131376		Dending
		CIT 3421-WO	WO	PCT/US01/48620		1 Ciliani
2012/ 5006		CIT 3421-01	SO	10/021,294	COMPOSITIONS CONTAINING INCLUSION COMPLEXES	Pending
2012-+2100						

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### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement") is dated as of September 18, 2002 from Insert Therapeutics, Inc., a Delaware corporation ("Debtor") to California Technology Partners, L.P. and J.J. Jacobs Enterprises, LLC (collectively, "Secured Party").

WHEREAS, Debtor owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Debtor\_and Secured Party have entered into that certain Convertible | Promissory Note dated September 18, 2002 (the "**Note**");

WHEREAS, pursuant to (i) the Security Agreement dated as of September 18, 2002 (as amended and/or supplemented from time to time, the "Security Agreement") between Debtor and Secured Party (in such capacity, together with its successors in such capacity, the "Grantee") and (ii) certain other collateral documents (including this Patent Security Agreement), Debtor has granted and/or is granting to the Grantee a continuing security interest in personal property of Debtor, including all right, title and interest of Debtor in, to and under the Patent Collateral (as defined below), to secure Debtor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor grants to the Grantee, to secure Debtor's Secured Obligations, a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by Debtor, including, without limitation, each Patent referred to in Schedule 1 hereto; and
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Debtor against third parties for past, present or future infringement of any Patent owned by Debtor.

Debtor irrevocably constitutes and appoints the Grantee and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Debtor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Note) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Debtor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, the Note, or any other applicable document, Debtor agrees not to sell, license, exchange, assign or otherwise

transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by Debtor to the Grantee pursuant to the Security Agreement. Debtor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

INSERT THERAPEUTICS, INC., a Delaware corporation

ame: LEONARD B

Title: FRESIDENT ! CEO

Acknowledged:

By:

Name: Action B.

le: Maria Lara Dille To

STATE OF COLIFORNIA	)	
	)	ss:
COUNTY OF LOS ANGOLOS	)	

I, PINGLEGING A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that LEONARD BORRHANN, [TITLE] of Insert Therapeutics, Inc., a Delaware corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such (RESIDENT & CEO [TITLE], appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this  $\frac{37}{2}$  day of  $\frac{67}{2}$ , 2002.

[Seal]

- parchen,

Signature of notary public

My Commission expires May 2 2006



# Schedule 1 To Patent Security Agreement

# INSERT THERAPEUTICS, INC. PATENTS

### PATENTS AND DESIGN PATENTS

Patent No.	<u>Issued</u>	<b>Expiration</b>	<u>Country</u>	<u>Title</u>
None				

## **PATENT Applications\***

Case No.	Serial No.	Country	<u>Datë</u>	Filing Title
ITI-P60-001	60/336,314	US	11/2/01	Methods and
				Compositions for
				Therapeutic Use
				of RNA
				Interference
ITI-P61-001	60/337,304	US	11/5/01	Methods and
				Compositions for
				Therapeutic Use
				of RNA
				Interference
ITI-P60-003	60/358/830	US	2/22/02	Cyclodextrin-
				Modified
				Polymers,
				Compositions
				and Uses Related
				Thereto
ITI-P60-0009	60/394,674	US	7/8/02	Nuclear
				Localization
				Sequences and
				Uses Related
				Thereto
ITI-P60-009	Not yet assigned	US	8/8/02	Compositions
				and Uses of
			:	Dynein-binding
				Moieties
ITI-P60-008	Not yet assigned	US	9/6/02	Cyclodextrin-
				based Polymers
				for Therapeutic
				Delivery

PATENT
RECORDED: 10/08/2002 REEL: 013458 FRAME: 0697