



Additional Receiving Party:

J.J. Jacobs Enterprises, LLC  
1111 Arroyo 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

## CALTECH PATENT APPLICATION STATUS

Case Number	Sub Case	Client Reference	Country	Application Number	Title	Status
38134-5001			US	09/203,556	LINEAR CYCLODEXTRIN COPOLYMERS	Pending
	01	CIT 2611-CIP	US	09/339,818		Pending
	02	CIT 2611-CIP	US	10/097,326		Pending
	01	CIT 2611-AU	AU	48305/99		Pending
	01	CIT 2611-BR	BR	PI9911754-1		Pending
	01	CIT 2611-CA	CA	2,336,390		Published
	01	CIT 2611-CN	CN	99808380.1		Pending
	01	CIT 2611-EP	EP	99931889.2		Published
	01	CIT 2611-HU	HU	P0105472		Pending
	01	CIT 2611-IL	IL	140,552		Pending
38134-5002	01	CIT 2611-JP	JP	2000-558134		Pending
	01	CIT 2611-KR	KR	10-2001-7000019		Pending
	01	CIT 2611-MX	MX	PA/a/2001/000206		Pending
	01	CIT 2611-RU	RU	2001102789		Pending
	01	CIT 2611-SG	SG	200007668-7		Pending
	01	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 POLYMER NETWORK	Pending
						Pending
						Published
38134-5005			US	09/453,707		Pending
			CA	2,353,552		Pending
			EP	99965967.5		Published
38134-5006			JP	2000-586375		Pending
			WO	PCT/US99/28547		Closed
			US	10/021,312	COMPOSITIONS CONTAINING INCLUSION COMPLEXES	Pending
			TW	90131376		Pending
			WO	PCT/US01/48620		Pending
			US	10/021,294	COMPOSITIONS CONTAINING INCLUSION COMPLEXES	Pending

## 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.

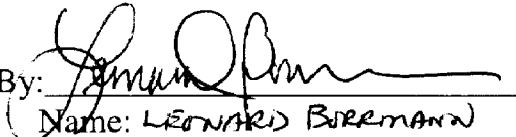
Except to the extent expressly permitted in the Security Agreement, the Note, or any other applicable document, Debtor agrees not to sell, license, exchange, assign or otherwise

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

By:   
Name: LEONARD BIRRMANN  
Title: PRESIDENT & CEO

Acknowledged:

By:   
Name: ALEXANDER B. SUH  
Title: MANAGING DIRECTOR

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF Los Angeles )

I, P. NING CHEUNG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that LEONARD BORRMANN, [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 PRESIDENT & 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.

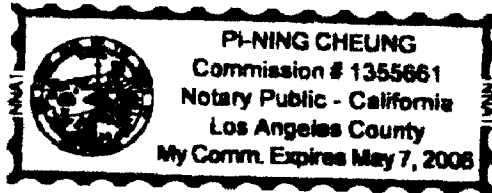
GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of SEP, 2002.

[Seal]

*P. Ning Cheung*

Signature of notary public

My Commission expires MAY 7, 2006



**Schedule 1  
To Patent Security Agreement**

**INSERT THERAPEUTICS, INC.  
PATENTS**

**PATENTS AND DESIGN PATENTS**

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

**PATENT Applications\***

<u>Case No.</u>	<u>Serial No.</u>	<u>Country</u>	<u>Date</u>	<u>Filing Title</u>
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