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

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

## 1. Name of conveying party(ies):

SecuGen Corporation, a California corporation

1-8-03

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other \_\_\_\_\_

Execution Date: 12/20/2002

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

Name: Morrison &amp; Foerster LLP

Internal Address: \_\_\_\_\_

Street Address: 425 Market Street

City: San Francisco State: CA Zip: 94105-2482

Additional name(s) & address(es) attached? ☐ Yes ☒ NoOFFICE OF PUBLIC RECORDS  
2003 JAN -8 PM 3:00  
FINANCE SECTION

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

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

A. Patent Application No.(s) See attachment

B. Patent No.(s) See attachment

Additional numbers attached? ☒ Yes ☐ No

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

Name: Rosemary S. Tarlton/Elayne Ricci

Internal Address: \_\_\_\_\_

Street Address: 425 Market Street

City: San Francisco State: CA Zip: 94105-2482

## 6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41).....\$ 560.00

☐

Enclosed

☒

Authorized to be charged to deposit account

## 8. Deposit account number:

03-1952 (Ref. 98000/2)

DO NOT USE THIS SPACE

## 9. Signature.

01/14/2003 LMEILLER 00000138 031952 09364499

01 FC:8022

560.00 CH

Rosemary S. Tarlton

Name of Person Signing

Signature

January 7, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013645 FRAME: 0449

#### 4.A Pending applications

09/364,499	10/113,711
10/130,470	10/139,661
09/994,173	10/014,290
10/150,703	10/150,419
10/150,863	10/150,205
60/405,604	

#### 4.B. Issued patents:

6,381,347	6,154,285
6,324,020	

SECURITY AGREEMENT  
(Patents)

THIS SECURITY AGREEMENT (Patents) (this "Patent Security Agreement") is made and dated as of 9:00 a.m. (PST) on the 20<sup>th</sup> day of December, 2002, by and between SECUGEN CORPORATION, a California corporation ("Debtor"), and MORRISON & FOERSTER LLP ("Secured Party").

RECITALS

WHEREAS, Debtor has retained Secured Party to provide certain services to Debtor, including, without limitation, legal services and related services (the "Legal Services") and, in connection therewith has executed an engagement letter in favor of Secured Party (the "Engagement Letter"); and

WHEREAS, Debtor is in arrears in its payments to Secured Party for Legal Services rendered, and in consideration of Secured Party's agreement to continue to render Legal Services to Debtor and of Secured Party's agreement to reduce the fees for Legal Services owing as of the date hereof, by the amount of twenty thousand dollars (\$20,000) (the "Fee Reduction"), Debtor and Secured Party have entered into the Payment & Forbearance Agreement, of even date herewith (the "Forbearance Agreement");

WHEREAS, among the conditions to Secured Party's willingness to continue to render Legal Services to Debtor, to agree to the Fee Reduction and to enter into the Forbearance Agreement is the requirement that Debtor execute and deliver (a) that certain Security Agreement, dated as of the date hereof (the "Security Agreement") whereby Debtor will grant to Secured Party a lien and security interest in and to the Collateral described therein; and (b) certain supplemental documents, including, without limitation, this Patent Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest. As collateral security for the Obligations (as defined in the Security Agreement), Debtor hereby mortgages, assigns, grants and conveys to Secured Party a security interest, pledge, assignment and mortgage in all of Debtor's right, title and interest in the following (the "Patent Collateral"):

(a) All now existing or hereafter created or acquired, patents, letters patents, inventions, patent applications and rights and works protectable by patent, and, except to the extent prohibited by the terms thereof, all agreements in respect of patents owned by third parties, including, without limitation, the patents specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign patent law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(g) All now existing and hereafter arising goodwill associated with any of the foregoing;

(h) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Secured Party for past, present and future infringements of any of the foregoing; and

(i) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Loan Agreement, Security Agreement and any other document, Debtor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all patents owned by Debtor which are registered with the United States Patent and Trademark Office; and

(b) Agrees promptly to notify Secured Party in writing of any additional patents of which Debtor becomes the owner, and to deliver to Secured Party an amended Schedule I reflecting such additional patents. Secured Party is hereby authorized to cause such amended Schedule I to be filed and recorded in amendment of this Patent Security Agreement.

3. No Present Assignment. Neither the Forbearance Agreement, this Patent Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Patent Collateral. Subject to the rights of Secured Party, it is the intention of the parties hereto that Debtor continue to own the Patent Collateral.

4. Relationship to Other Documents. The Patent Collateral shall constitute Collateral for all purposes of the Security Agreement and the other documents executed in connection therewith, and Secured Party shall have all rights, powers and remedies with respect to the Patent Collateral to the same extent as it has with respect to other Collateral.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Patent Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Patent Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[SIGNATURES ON FOLLOWING PAGE]

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

DEBTOR

SECUGEN CORPORATION

By: [Signature]  
Name: W. N. LEE  
Title: CEO

STATE OF CALIFORNIA                    )  
                                                  ) ss.  
COUNTY OF Santa Clara            )

On December 20, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Won Lee, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Christine A. Regan  
My commission expires on 3-19-2006



SECURED PARTY

MORRISON & FOERSTER, LLP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF CALIFORNIA                    )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_                )

On December \_\_\_\_, 2002, before me, the undersigned notary public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on \_\_\_\_\_

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