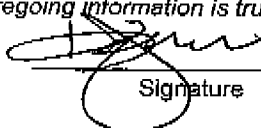


Form PTO-1595 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 41108/252399	
PATENTS ONLY					
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.					
1. Name of conveying party(ies): BIOPHERESIS TECHNOLOGIES, LLC Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>FULCRUM VENTURES LLC</u> Internal Address: <u>The Cotton Exchange</u> Street Address: <u>3155 Roswell Road, Suite 330</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30327</u> Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>December 28, 2001</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution data of the application is: _____ A. Patent Application No.(s) <u>09/083,307</u> <u>09/699,003</u> <u>09/709,045</u> <u>60/164,695</u> B. Patent No.(s) <u>4,708,713</u> <u>6,231,536</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: <u>David Stockton, Esq.</u> Internal Address: <u>Kilpatrick Stockton LLP</u> <u>Suite 2800</u> Street Address: <u>1100 Peachtree Street</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30309</u>			6. Total number of applications and patents involved: <u>6</u> 7. Total fee (37 CFR 3.41) \$ <u>240</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>11-0855</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Kristin L. Johnson</u>  <u>8/27/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>23</u>					

CH \$240.00 110855 09083307

NEITHER THIS NOTE NOR ANY SECURITIES ISSUABLE UPON EXERCISE OF THE CONVERSION RIGHTS SET FORTH HEREIN HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, OR ANY OTHER STATE SECURITIES LAWS, AND THIS NOTE HAS BEEN ISSUED IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION THEREUNDER. ACCORDINGLY, NEITHER THIS NOTE NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER SUCH LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT THEREUNDER OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH SUCH LAWS.

12 ½% SENIOR SECURED CONVERTIBLE PROMISSORY NOTE

U.S. \$750,000.00

December 28, 2001
Atlanta, Georgia

FOR VALUE RECEIVED, BIOPHERESIS TECHNOLOGIES, LLC, a Delaware limited liability company formerly known as LENTZ TECHNOLOGIES, LLC (the "*Company*"), hereby promises to pay to FULCRUM VENTURES LLC (together with any subsequent holders or transferees hereof, individually and collectively, the "*Holder*"), at Holder's address set forth on the signature page attached hereto, or at such other address as Holder may designate to the Company, from time to time, in writing, the principal amount equal to \$750,000.00, together with interest thereon as specified in Section 5, on the Maturity Date (as such term is defined below), unless this Note is converted into equity securities of the Company in accordance with the terms herein.

WHEREAS, Holder heretofore made a loan to the Company in the principal amount of \$500,000, as evidenced by that certain Convertible Note for said amount dated December, 2000 (hereinafter referred to as the "*Original Note*");

WHEREAS, the Company desires to borrow from Holder, and Holder desires to lend, an additional \$250,000, \$150,000 of which is a new loan, and \$100,000 of which is agreed by the parties to constitute all accrued and unpaid interest due on the Original Note;

WHEREAS, the Company and Holder desire to effect certain modifications of the terms of the Original Note to, among other things, reflect an increase in the aggregate amount of principal loaned to the Company; and

WHEREAS, in order to effect such modifications, the Company and the Holder desire that the Original Note be amended and restated in its entirety, and, in connection therewith, that the Company execute and deliver, and that the Holder accept delivery of, this 12 ½% Senior Secured Convertible Promissory Note.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Note is hereby amended and restated in its entirety to read as set forth herein.

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Operating Agreement, as such term is defined below. As used in this Note, the following capitalized terms have the following meanings:

"*Amendment*" shall have the meaning given to that term in Section 2.

"*Certificate*" shall mean the Certificate of Formation of the Company as the same may be amended, modified or supplemented from the time to time.

"Collateral" shall have the meaning given to that term in Section 4.

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"Event of Default" shall have the meaning given to that term in Section 5(b).

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"Maturity Date" shall mean the earliest of (i) June 30, 2003, provided that the Company may extend such date through December 31, 2003 by paying all interest that has accrued hereunder through June 30, 2003 on or before June 30, 2003, (ii) the receipt by the Company of the written demand of Holder following the occurrence of an Event of Default under Sections 5(b)(i) through 5(b)(iv), or 5(b)(vii), or 5(b)(viii) hereof, and (iii) upon the occurrence of an Event of Default under Sections 5(b)(v) or 5(b)(vi) hereof.

"Note" shall mean this 12 ½% Senior Secured Convertible Promissory Note, issued by the Company in favor of Holder as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to Holder of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the Transaction Documents, including, all loans, interest, fees, charges, expenses, attorneys' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C., Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Operating Agreement" shall mean the Limited Liability Company Agreement of the Company dated as of December 1, 2001, as amended by the Amendment, and as further amended, modified or supplemented from time to time.

"Patent Assignment" shall have the meaning given to that term in Section 2(c).

"Patents" means all patents, patent applications and like protections, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

"Permitted Liens" shall mean the following: (a) any Liens for taxes, fees, assessments, or other governmental charges or levies, or liens created by operation of law, which are not delinquent or are being contested in good faith by appropriate proceedings; (b) Liens (i) upon or in any equipment acquired or held by the Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, or (ii) existing on such equipment at the time of its acquisition, provided that the lien is confined solely to the property so acquired and improvements thereon, accessions thereto and the proceeds thereof; (c) Liens on equipment leased by the Company pursuant to a capital lease in the ordinary course of business (including proceeds thereof and accessions thereto) incurred solely for the purpose of financing the lease of such equipment; (d) Liens existing as of the date hereof disclosed in writing to, and approved by, Holder.

"Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks.

"Transaction Documents" shall mean this Note, the Amendment, the Patent Assignment Agreement and the UCC-1 financing statements and any other documents executed in connection with this Note, in each case as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof.

"Trigger Financing" shall mean any transaction or series of related transactions after the date of this Note involving the sale or issuance of the Company's securities.

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Georgia. Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

Section 2. Amendment and Restatement; Issuance of Membership Interest; and Assignment of Certain Intellectual Property.

(a) This Note shall supersede and amend and restate the Original Note in its entirety, and this Note shall remain in full force and effect in accordance with the terms set forth herein. The Company acknowledges that the Company is fully obligated under the terms of this Note, and that it has no offsets, claims, counterclaims or defenses with respect to the obligations hereunder or under the Original Note, and, to the extent that the Company has any offsets, claims, counterclaims or defenses with respect to the obligations hereunder or under the Original Note, or any facts, events, transactions, omissions or agreements relating hereto or thereto, the Company hereby waives and releases such offsets, claims, counterclaims and defenses.

(b) In connection with the execution and delivery of this Note, and as additional consideration hereunder, the Company agrees to grant Holder a Membership Interest representing an aggregate Percentage Interest (as such term is defined in the Operating Agreement) of 3% on a fully diluted basis (the **"Holder's Interest"**), and admit Holder as a Member, pursuant to the terms and subject to the conditions set forth in the amendment to the Operating Agreement attached hereto as **Exhibit A** (the **"Amendment"**). Holder shall be entitled, and subject, to all of the rights, privileges, obligations and restrictions attributable to a Membership Interest as set forth in the Operating Agreement.

(c) As an inducement to Holder's agreement to lend the Company an additional \$250,000 and to enter this Note, M. Rigdon Lentz, a Member of the Company holding a Majority Interest (**"Lentz"**), agrees to assign, transfer and convey to the Company, free and clear of any Liens, his entire right, title and interest in and to (i) the domestic and foreign issued patents reflected on **Schedule 1** hereto, and reissues or renewals thereof, and (ii) the domestic and foreign patent applications reflected on **Schedule 1** hereto, and the inventions therein set forth, and (iii) all other ideas and inventions developed by Lentz in connection with research and development of antibodies for cancer, including the selected removal of soluble TNF receptor R1 and R2 (sometimes referred to as Ultrapheresis or Biopheresis) including all refinements, improvements, developments, processes, methods and know-how relating thereto (the **"Transferred Intellectual Property"**). In furtherance of the assignment, transfer and conveyance of the Transferred Intellectual Property, Lentz agrees to execute and deliver, and to cause his Affiliates to execute and deliver, such instruments of conveyance, assignment, transfer and delivery necessary to evidence such assignment, transfer and conveyance, including without limitation, the patent assignment agreement in the form attached hereto as **Exhibit B** (the **"Patent Assignment"**). Without limiting the generality of the foregoing, Lentz agrees, at the Company's expense, to execute, as soon as reasonably practicable, such further grants and assignments as Holder or the Company may request from time to time for the purpose of further evidencing, enforcing, registering or defending the Company's ownership of the Transferred Intellectual Property. Lentz hereby agrees to execute and deliver such

instruments or documents and take such other actions as the Company or Holder may reasonably require in order to carry out the provisions hereof and to consummate the transactions contemplated hereby.

Section 3. Maturity. The entire unpaid and outstanding principal amount hereof and all accrued interest thereon shall become due and payable to Holder on the Maturity Date. This Note may be repaid prior to the Maturity Date from time to time in whole or in part and without the prior written consent of Holder, but only in accordance with the provisions of Section 6 below to the extent applicable. Any such prepayment shall be applied first to any interest accrued as of the date of such prepayment.

Section 4. Grant of Security Interest. To secure the unpaid or unperformed Obligations, the Company hereby pledges and assigns to Holder and grants to Holder a security interest in all right, title, and interests of the Company in and to the property described in Schedule 2 hereto (collectively and severally, the "*Collateral*").

Section 5. Interest; Events of Default; Rights and Remedies.

(a) Interest shall accrue on the principal amount of this Note outstanding and unpaid, from time to time, commencing on the date of this Note, and continuing until such principal amount is paid or discharged in full at a rate equal to twelve and one half percent (12½%) per annum. Unpaid accrued interest shall be added to the principal balance on a monthly basis. Interest shall be calculated on the basis of a three hundred sixty (360) day year and paid for the actual number of days elapsed. Any principal or interest payments on this Note outstanding after the occurrence and during the continuance of an Event of Default shall bear interest at a rate of equal to twenty percent (20%) per annum.

(b) The occurrence of any of the following shall constitute an "*Event of Default*" under this Note:

(i) the failure of the Company to pay any amount of principal, or any interest, or any fees or expenses, or other amount (if any), when due and payable hereunder, and such failure shall continue for a period of five business days after written notice to the Company by Holder; or

(ii) any representation or warranty made by the Company in this Note, or any other documents or agreements contemplated hereby or in any certificate or other instrument delivered hereunder or pursuant hereto or in connection with any provision hereof shall be false or incorrect in any material respect on the date as of which made; or

(iii) the Company shall default in the performance of any of its obligations hereunder or under any of the other Transaction Documents and such default shall continue unremedied for a period of ten business days after written notice to the Company by Holder, or

(iv) any of the Company's indebtedness for borrowed money is accelerated as a result of a default or breach under any agreement for such borrowed money; or

(v) the filing of a petition in bankruptcy or under any similar insolvency law by the Company, the making of an assignment for the benefit of creditors, a written disclosure by the Company that it is unable to pay its debts as they become due or if any voluntary petition in bankruptcy or under any similar insolvency law is filed against the Company and such petition is not dismissed within thirty (30) days after the filing; or

(vi) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of its or his property, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or its or his debts under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within thirty (30) days of commencement; or

(vii) the failure of the Company to comply with or perform any other material provision of this Note (and ~~not~~ constituting an Event of Default under any of the other provisions of this Section 5(b) and continuance of such failure for thirty (30) days following receipt of written notice thereof by the Company from Holder; or

(viii) the dissociation or any other voluntary action by Lentz, whereby he ceases to be a Member.

(c) Upon the occurrence and during the continuance of any Event of Default under Sections 5(b)(i) through 5(b)(iv), or 5(b)(vii), or 5(b)(viii) above, Holder, by written notice to the Company, may declare all principal, accrued and unpaid interest, and any other amounts payable under the Transaction Documents, to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are waived by the Company. Upon the occurrence and during the continuance of any Event of Default described in Sections 5(b)(v) or 5(b)(vi), immediately and without notice, and all outstanding amounts payable by the Company under the Transaction Documents shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are waived by the Company.

(d) In addition to any rights set forth in this Note, upon the occurrence and during the continuance of any Event of Default, Holder shall have the rights of a secured creditor under the UCC and applicable federal law. Without limiting the generality of the foregoing, Holder may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, or for cash or credit, all as Holder deems reasonably advisable; provided, however, that the Company shall be credited with the net proceeds of sale only when such proceeds are collected by Holder. Holder shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold. The Company hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of the Company set forth herein, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent ten (10) days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur. In the event this Note is collected by law or through an attorney at law, the Company agrees to pay all reasonable attorneys' fees and costs of collection actually incurred by Holder.

(e) The Company authorizes Holder at the Company's expense to file any financing statements or other documents relating to the Collateral (without the Company's signature thereon) which Holder deems appropriate for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest of Holder, and the Company irrevocably appoints Holder as its attorney-in-fact to execute any such financing statements or other documents in its name, without the signature of the Company, and to perform any and all other acts which Holder deems appropriate to perfect, confirm, continue, enforce or protect the security interest of Holder. The Company hereby irrevocably appoints Holder as the Company's attorney-in-fact with full power of substitution upon the occurrence and during the continuance of an Event of Default (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof, (ii) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral, (iii) to sign the name of the Company on any invoice or bill of lading relating to any of the Collateral, (iv) to send verifications of accounts to any account debtor, (v) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of the Collateral, (vi) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral, (vii) to notify, or to require the Company to notify, account debtors to make payment directly to Holder, and (viii) to use, sell, assign, transfer, pledge, make any agreement

with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Note, as fully and completely as though Holder were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as relieving the Company of any of its obligations hereunder, under any of the other Transaction Documents and/or with respect to the Collateral, or impose any obligation on Holder to proceed in any particular manner with respect to the Collateral, or in any way limit the exercise by Holder of any other or further right which it may have whether hereunder, under any of the other Transaction Document, by law or otherwise.

(f) Upon the occurrence and during the continuance of an Event of Default, Holder shall have an irrevocable license or other right to use, license or sublicense (except where such grant is prohibited by applicable law or by a contract to which the Company is a party), without charge, any of the Collateral consisting of Patents, Copyrights, Trademarks, and other intellectual property, now owned or hereafter acquired by the Company, and each of the Company's rights under all licenses and all agreements shall inure to Holder's benefit; provided that any license, sub-license or other transaction entered into by Holder in accordance herewith shall be binding upon the Company notwithstanding any subsequent cure of an Event of Default. In addition to the obligations of the Company under this Section 5, the Company hereby irrevocably consents, upon the occurrence and during the continuance of any Event of Default, to any act by Holder or its agents in entering upon any premises for the purposes of either (y) inspecting the Collateral or (z) taking possession of the Collateral and the Company hereby waives its right to assert against Holder or its agents any claim based upon trespass or any similar cause of action for entering upon any premises where the Collateral may be located.

Section 6. Conversion.

(a) Optional Conversion into Equity Securities Issued in Trigger Financing. At Holder's option upon the occurrence of a Trigger Financing, Holder has the right to convert, in whole or part, the outstanding principal balance and all accrued but unpaid interest under this Note, without the payment of any additional consideration by Holder, into the same class and type of equity securities of the Company that are issued in the Trigger Financing (the "*Trigger Financing Securities*"). In the event Holder elects to convert the Note into the Trigger Financing Securities, the amount of the outstanding principal balance and accrued interest under this Note which Holder elects to convert shall be converted into such Trigger Financing Securities at a price per security that is equal to the lowest price per security paid by any third party investors in such Trigger Financing, and otherwise upon the same terms and subject to the same conditions applicable to the Trigger Financing Securities issued or issuable to the other investors in the Trigger Financing. The Company shall provide at least ten (10) days' prior written notice to Holder of the closing of any Trigger Financing.

(b) Mechanics of Conversion. In order for Holder to exercise its option to convert this Note into Trigger Financing Securities, Holder shall deliver a written notice to the Company that Holder elects to convert. Such conversion shall be deemed to have been made on the closing date of such Trigger Financing. Holder or its nominee or nominees entitled to receive the Trigger Financing Securities shall be treated for all such purposes as the record holder or holders of such Trigger Financing Securities on such date. The outstanding principal shall continue to accrue interest, and the Company shall be obligated to pay such interest, according to the terms and conditions of this Note until the deemed date of conversion. Upon any conversion of this Note, the Company shall, as soon as practicable thereafter, issue and deliver at the Company's executive offices to Holder, or to the nominee or nominees of Holder, a certificate or certificates for the securities to which Holder shall be entitled as aforesaid, such securities to be delivered against the exchange of this Note. If Holder converts less than all of the amounts payable under this Note, the Company shall issue a replacement note or notes for the remaining balance containing the terms substantially identical to those set forth in this Note.

(c) Taxes. If Holder converts this Note, the Company shall pay any documentary, stamp or similar issue or transfer tax due on the issue of equity securities upon the conversion. However, Holder shall pay any such tax which is due because the securities are issued in a name other than Holder's name and any income taxes, capital gains taxes or other similar taxes.

(d) Release. Upon conversion of this Note in accordance with Section 6(a) and issuance of any replacement note, if required, in accordance with Section 6(b), the Company shall be forever released from all its obligations and liabilities under this Note.

(e) Status of Securities. The Company covenants that all securities which may be issued upon the exercise of conversion rights under this Note will, upon such exercise, be fully paid and non-assessable and free from all taxes, liens and charges in respect of the issue thereof, and the Company agrees to take such actions as are necessary, and Lentz agrees to vote his Membership Interest and take other such actions as are necessary so as to effectuate the obligations and commitments made by the Company hereunder and in Section 2.

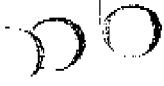
Section 7. Sale of Shares. Neither this Note, the Holder's Interest, nor the securities of the Company issuable upon conversion hereof have been registered under the Securities Act of 1933, as amended (the "*Securities Act*"), or under the securities laws of any state ("*Blue Sky Laws*"). Neither this Note nor such securities, when issued, may be sold, transferred, pledged or hypothecated in the absence of an effective registration statement for this Note, or the securities, as the case may be, under the Securities Act, and such registration or qualification as may be necessary under Blue Sky Laws, or an exemption from such registration or qualification requirements. The certificate or certificates evidencing all or any of the securities issued upon exercise of this Note shall bear a legend in substantially the following form:

"These securities have not been registered under the Securities Act of 1933, as amended (the "*Securities Act*"), or under the provisions of any applicable state securities laws. These securities may not be sold, pledged, transferred, assigned or otherwise disposed of in the absence of such registration or an exemption therefrom under provisions of the Securities Act and any applicable state securities laws.

Section 8. Representations and Warranties. Each of Lentz and the Company hereby represents and warrants to Holder that:

(a) Company Existence and Authority. The Company is and will continue to be duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is and will continue to be qualified and licensed to do business in all jurisdictions in which any failure to do so would have a material adverse effect on the Company. The Company has all requisite power to transact the business it transacts and proposes to transact, to execute and deliver this Note, to perform the provisions of this Note and to consummate the transactions contemplated by this Note including issuance of the Holder's Interest, the execution and delivery of the Amendment and the performance of all obligations of the Company thereunder. The execution, delivery and performance of this Note and the consummation of the transactions contemplated by this Note have been duly authorized and approved by the Company and its Members. This Note has been duly authorized, executed and delivered by, and is the valid and binding obligation of, the Company enforceable against the Company in accordance with its terms, except as may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws or by legal or equitable principles relating to or limiting creditors' rights generally. Immediately prior to issuance of the Holder's Interest, Lentz holds a Membership Interest representing a Percentage Interest of 84%.

(b) No Conflicts. The consummation of the transactions contemplated by this Note and the performance of the terms and provisions of this Note will not (i) contravene, result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement, certificate of formation, limited liability company agreement, or other material agreement or instrument to



which the Company or Lentz is a party or by which the Company or Lentz or any of their respective properties are bound, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order of any court, arbitrator or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign (collectively, "**Governmental Person**") applicable to the Company or Lentz or (iii) violate any material provision of any statute or other rule or regulation of any Governmental Person applicable to the Company, which could have a material adverse effect on the Company.

(c) Consents and Approvals. No consent or approval of, which has not been obtained or waived, giving of notice to which has not been given or waived, registration with, or taking of any other action in respect of any Person is required with respect to the execution, delivery and performance by the Company of its obligations under this Note.

(d) Issued Interests. All issued and outstanding Membership Interests of equity ownership and other securities of the Company have been duly authorized and validly issued and are fully paid and nonassessable. All outstanding Membership Interests of equity ownership and other securities of the Company were issued in full compliance with all applicable Federal and state securities laws. In addition, no Member has anti-dilution rights or preemptive rights to purchase new issuances of the Company's equity ownership that would be triggered in either case in connection with the issuance of this Note or the Holder's Interest that have not been waived.

(e) Exempt Transaction. The issuance of this Note and Holder's Interest constitute, and the issuance of any Trigger Financing Securities will constitute, transactions exempt from (i) the registration requirements of Section 5 of the Securities Act, and (ii) the qualification requirements of applicable state securities laws.

(f) Capital Structure. All Membership Interests (or other equity interests) in the Company are as described in the Operating Agreement. Except to the extent set forth or disclosed in the Operating Agreement, there are no outstanding warrants, options, preemptive rights or similar rights to acquire any Membership Interests (or other equity interest) in the Company.

(g) Financial Condition, Statements and Reports. All financial statements of the Company heretofore delivered to Holder have been prepared in accordance with the Company's books and records and fairly reflect the financial condition of the Company in all material respects, at the times and for the periods therein stated. Since the last date covered by any such statement provided to Holder and the date hereof, there has been no material adverse change in the financial condition or business of the Company.

(h) Litigation. There is no action, suit, proceeding, claim, arbitration or investigation ("**Action**") pending (or, to the knowledge of the Company or Lentz, currently threatened) against the Company or Lentz, affecting any of their respective activities, properties or assets or, to the knowledge of the Company or Lentz, against any officer, director or employee of the Company in connection with such officer's, director's or employee's relationship with, or actions taken on behalf of, the Company. To the knowledge of the Company or Lentz, there is no factual or legal basis for any such Action that might result, individually or in the aggregate, in any material adverse change in the business, properties, assets, financial condition, affairs or prospects of the Company.

(i) Title. The Company is the owner of or has a valid interest in the Collateral (or, in the case of after-acquired Collateral, at the time the Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time the Company acquires rights therein, will have) any right, title claim or interest (by way of lien or otherwise) in, against or to the Collateral other than Permitted Liens.

(j) Senior Lienholder. No entities have a security interest senior to that of Holder with respect to the Collateral.

(k) Perfection. Holder has (or in the case of after-acquired Collateral, at the time the Company acquires rights therein, will have) a perfected security interest in the Collateral, provided that Holder performs all acts necessary to perfect such security interest.

(l) Location of Collateral and Chief Executive Office. The Company's principal place of business and chief executive office is located c/o Lentz Apheresis Center, Inc., 397 Wallace Road, Suite 314, Nashville, Tennessee 32711. The Collateral is not maintained at any other location.

(m) Tradenames. The Company does not do business under any names other than the company names identified in the first paragraph of this Note.

(n) Disclosure. No representation or other statement made by each of Lentz or the Company to Holder contains any untrue statement of a material fact or omits to state a material fact necessary to make any statements made to Holder not misleading.

(o) Intellectual Property. To the knowledge of the Company and Lentz, the Company owns or possesses sufficient legal rights to all Patents, Trademarks, Copyrights, trade secrets, licenses, information and other proprietary rights and processes necessary for its business as now conducted and as presently proposed to be conducted, without any known infringement of the rights of others.

Section 9. Affirmative Covenants. Until the repayment in full of any amounts outstanding under this Note:

(a) Maintenance of Collateral. The Company hereby agrees to perform all acts that may be reasonably necessary to maintain, preserve, protect and perfect the Collateral and the lien granted to Holder herein, including: (i) not to change the Company's name or place of business or chief executive office or the location of any of its other Collateral without giving Holder thirty (30) days' prior written notice; (ii) to appear in and defend any action or proceeding which may affect its title to or Holder's interest in the Collateral other than with respect to Permitted Liens; and (iii) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral, except to the extent that the failure to do so could not reasonably be expected to have a material adverse effect upon the financial or business condition of the Company.

(b) Records; Sale or Other Disposition of Collateral. The Company shall at all times keep at least one complete set of records concerning the Collateral at its chief executive office and shall make such records available for inspection by Holder at such times as Holder may reasonably request. The Company shall not be authorized to sell, transfer, grant nonexclusive licenses of or otherwise dispose of any item of Collateral other than in the ordinary course of business.

(c) Reports. Company will deliver to Holder with reasonable promptness, financial statements, reports, tax returns, budgets and such other information and data with respect to the Company as from time to time may be reasonably requested.

(d) Managers. The duly appointed Managers of the Company are Lentz and Jeffrey S. Muir. For so long as any amounts are outstanding under this Note, (i) the Holder shall have the right to appoint one (1) additional Manager in its sole discretion (the "**Holder's Designee**"), and the number of Managers shall not exceed five (5) members without the prior written approval of the Holder, and (ii) upon an Event of Default and the written request of the Holder, Lentz agrees (A) to vote his entire Membership Interest to elect that number of Managers (who shall be designated by Holder), such that the Managers so designated by Holder constitute a majority of the total number of Managers, and (B) to waive and refrain from exercising any rights under Article V of the Operating Agreement to restrict any Manager Action. Lentz agrees to vote his entire Membership Interest now or hereafter acquired to elect, and thereafter allow to continue in office as a Manager or Managers, any Persons designated by Holder in accordance with this subsection (d). Holder shall also have the right to remove any such designees, with

or without cause and without any further action by any other Manager, or Member, and to designate, a new Manager in any such removed Manager's place, and upon resignation of any such designated Manager, Holder shall have the right to appoint the replacement Manager. Should the provisions of this section be construed to constitute the granting of proxies, such proxies shall be deemed coupled with an interest and are irrevocable for so long as any amounts are outstanding under this Note.

(e) Key Person Life Insurance. The Company shall obtain and keep in force a key person life insurance policy on Lentz in an amount no less than One Million Five Hundred Thousand Dollars (\$1,500,000) with the Company as the designated beneficiary. Upon receipt of any key person life insurance proceeds, the Company shall deposit One Million Dollars (\$1,000,000) in a special account, which shall be disbursed on behalf of the Company at the direction of Holder in its sole discretion.

(f) Use of Proceeds. The proceeds from this Note shall be used for purposes as mutually agreed upon by the Company and Holder.

(g) Accounting. The Company will maintain a system of accounting established and administered in accordance with good business practices customary for companies similarly situated.

(h) Company Existence. The Company shall maintain its limited liability company existence, rights and franchises in full force and effect, provided, however, that the foregoing shall not require the Company to maintain such licenses or permits if the failure to maintain such licenses or permits would not have a material adverse effect on the business, profits, properties or condition (financial or otherwise) of the Company or on the ability of the Company to perform its obligations under this Agreement.

(i) Insurance. The Company shall maintain as to its properties and business, with financially sound and reputable insurers, insurance against such casualties and contingencies and of such types and in such amounts as is customary for companies similarly situated, which insurance shall be deemed by the Company to be sufficient.

(j) Compliance with Laws. The Company will comply in all material respects, with all applicable laws, rules, regulations and administrative or judicial orders.

(k) Keeping of Books. The Company will keep proper books of record and account, in which full and correct entries shall be made of all financial transactions, transfers of Company securities, and the assets and business of the Company, in accordance with good business practice.

(l) Inspection. The Company will permit a representative of Holder at such Holder's cost and expense and no more than once during any fiscal quarter, to visit and inspect any of the properties of the Company including its books of account (and to make copies thereof and to take extracts therefrom) and to discuss its affairs, finances and accounts with its officers during normal business hours upon reasonable advance notice. The rights set forth in this subsection (l) shall be exercised in a manner so as not to disrupt the ordinary course of business of the Company and solely in furtherance of the proper interests of Holder as a lender to the Company, and the Holder in exercising its rights of inspection hereunder, and its agents and representatives, shall maintain the strict confidentiality of all financial and other confidential information of the Company acquired by them in exercising such rights.

Section 10. Negative Covenants. Until the repayment in full of any amounts outstanding under this Note, without the prior written consent of Holder, the Company shall not:

(a) redeem, purchase or otherwise acquire for value (or payment into or setting aside of a sinking fund for such purpose) any Membership Interests of the Company;

(b) amend, alter or repeal any provisions of, or add any provisions to, the Certificate;

(c) amend, alter, or repeal any of the provisions of, or add any provisions to, the Operating Agreement;

(d) merge, consolidate or reorganize the Company, or sell all or substantially all of the assets of the Company;

(e) issue any additional Membership Interests, or propose a grant of any subscription or acquisition rights of any of the Company's equity interests;

(f) declare or pay any dividend or distribution, whether in cash, property or assets (of any nature), or Membership Interests;

(g) liquidate, dissolve or wind-up;

(h) incur any indebtedness for borrowed money (other than indebtedness incurred in the ordinary course of business not to exceed \$50,000); or

(i) create or commit the Company to enter into any joint venture, licensing agreement, exclusive marketing or other distribution agreement.

Section 11. Holder Representations, Warranties and Covenants. Each of the Holder and the Company agrees to execute such other documents and instruments as are reasonably deemed necessary to effect the compliance of the issuance of this Note, the Holder's Interest, and any Trigger Financing Securities issued upon conversion hereof, with the Securities Act and applicable Blue Sky Laws. In furtherance of the foregoing, the Holder represents and warrants:

(a) The Holder is fully aware of (i) the highly speculative nature of the investment in the Company; (ii) the financial hazards involved; (iii) the lack of liquidity of the Company's securities and the restrictions on transferability of such securities (e.g., that Holder may not be able to sell or dispose of the securities or use them as collateral for loans) and (iv) the terms and provisions of the Operating Agreement.

(b) The Holder is accepting this Note, and the Holder's Interest and will acquire any other securities upon conversion hereof, for investment for its own account and not with a view to, or for resale in connection with, any distribution thereof. The Holder understands that neither this Note nor the Holder's Interest have been, and the securities issuable upon conversion of this Note will not be, registered under the Securities Act or any Blue Sky Laws by reason of exemptions from the registration provisions of the Securities Act and such Blue Sky Laws that depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations.

(c) The Holder is familiar with the provision of Rule 144 under the Securities Act which permits the limited resale of restricted securities, subject to the satisfaction of certain conditions.

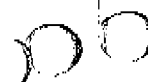
(d) The Holder has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management and the opportunity to review the Company's facilities. The Holder has also had an opportunity to ask questions of officers of the Company, which were answered to its satisfaction. The Holder is capable of evaluating the merits and risk of this investment, has the ability to protect Holder's own interests in this transaction and is financially capable of bearing a total loss of this investment.

(e) The Holder is an "accredited investor" as that term is defined in Rule 501 of Regulation D under the Securities Act.

Section 12. Amendment. This Note may be altered, amended or modified only by a writing signed by each of the parties hereto.

Section 13. Governing Law. The provisions of this Note shall be construed and interpreted, and all rights and obligations of the parties under this Note determined, in accordance with the laws of the State of Georgia without regard to principles of conflicts of law.

Section 14. Miscellaneous.



(a) Time is of the essence with respect to the performance of the obligations of the Company and Lentz under this Note.

(b) In the event any one (1) or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Note and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) This Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and representatives. Holder may not assign its rights or obligations under this Note to any Person other than an Affiliate (by operation of law or otherwise) without the prior written consent of the Company, and any such attempted assignment without consent where required shall be void.

(d) All headings used herein are used for convenience only and shall not be used to construe or interpret this Note. Except where otherwise indicated, all references herein to sections refer to sections hereof.

(e) The Company hereby waives presentment, demand, protests, notice of dishonor, diligence and all other notices, any release or discharge arising from any extension of time, discharge of a prior party, or other cause of release or discharge other than actual payment in full hereof.

(f) Holder shall not be deemed, by any act or omission, to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Holder and then only to the extent specifically set forth in such writing. A waiver with reference to one (1) event shall not be construed as continuing or acting as a bar to or waiver of any right or remedy as to a subsequent event. No delay or omission of Holder to exercise any right, whether before or after an Event of Default hereunder, shall impair any such right or shall be construed to be a waiver of any right or Event of Default, and the acceptance at any time by Holder of any past-due amount shall not be deemed to be a waiver of the right to require prompt payment when due of any other amount then or thereafter due and payable.

(g) If any provision of this Note would require the Company to pay interest hereon at a rate exceeding the highest rate allowed by applicable law, the Company shall instead pay interest under this Note at the highest rate permitted by applicable law.

(h) The Company shall pay on demand all fees and expenses, including reasonable attorneys' fees and expenses, incurred by Holder in connection with the negotiation, execution, delivery and performance under this Note, the Amendment and the preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which are not performed as and when required by the Transaction Documents.

(i) Notwithstanding any rights of offset, recoupment or other similar rights that the Company may have in connection with any Transaction Document or under applicable law, the Company agrees and hereby waives any right to offset, deduct, recoup, credit or otherwise reduce any amounts owing by the Company to Holder under the terms of this Note.

(j) The Company shall, at the Company's expense, execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as Holder may from time to time reasonably request to assure, preserve, protect and perfect the security interest granted to Holder hereunder and the rights and remedies created hereby.

(k) All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by nationally-recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows: (i) if to the Company or Lentz: c/o Lentz

DO

DO

Apheresis Center, Inc., 397 Wallace Road, Suite 314, Nashville, Tennessee 32711; Fax: (615) 834-8004; Telephone: (615) 831-1222; Attention: M. Rigdon Lentz; (ii) if to Holder, to such address as is specified on the signature page hereto; or (iii) to such other address as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (A) in the case of personal delivery, on the date of such delivery, (B) in the case of nationally-recognized overnight courier, on the next business day after the date when sent, (C) in the case of telecopy transmission, upon confirmation of receipt, and (D) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

(l) All representations and warranties hereunder shall survive the execution and delivery of this Note. All covenants and agreements contained herein shall survive indefinitely until, by their respective terms, they are no longer operative. Each of the Company and Lentz agrees, jointly and severally, to indemnify and hold harmless Holder and each of its officers, managers, directors, affiliates, agents, and employees from and against any and all loss, damage or liability, including costs and expenses (including reasonable attorneys' fees), due to or arising out of a breach of any representations or warranties or any failure to fulfill any covenants or agreements contained in this Note.

(m) Notwithstanding anything contained herein to the contrary, the obligation to repay principal and interest hereunder is the obligation of the Company and not of Lentz or any other members or managers of the Company.

IN WITNESS WHEREOF, each of the Company and Lentz has caused this Note to be executed and delivered as of the day and year first above written.

COMPANY:

BIOPHERESIS TECHNOLOGIES, LLC

By: _____
M. Rigdon Lentz, as a Member and its
duly authorized Manager

By: _____
Jeffrey S. Muir, as its duly authorized
Manager

LENTZ:

M. Rigdon Lentz, Individually

Accepted and agreed this ____ day of December,
2001.

HOLDER:

FULCRUM VENTURES LLC

By: _____

Title: _____

Address: _____

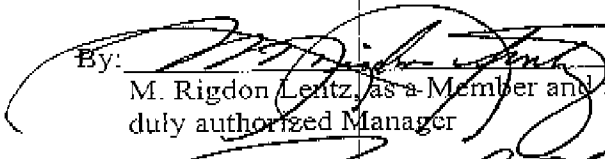
Telephone: _____

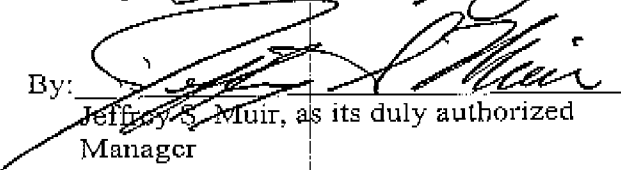
Facsimile: _____

IN WITNESS WHEREOF, each of the Company and Lentz has caused this Note to be executed and delivered as of the day and year first above written.

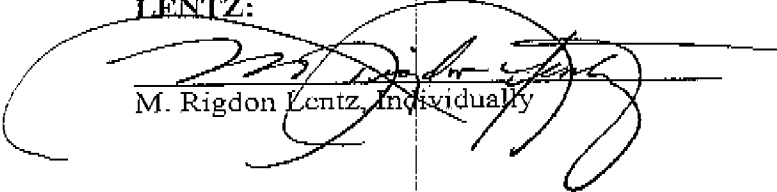
COMPANY:

BIOPHERESIS TECHNOLOGIES, LLC

By: 
M. Rigdon Lentz, as a Member and its
duly authorized Manager

By: 
Jeffrey S. Muir, as its duly authorized
Manager

LENTZ:


M. Rigdon Lentz, Individually

Accepted and agreed this ____ day of December,
2001.

HOLDER:

FULCRUM VENTURES LLC

By: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

EXHIBIT A
FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF
BIOPHERESIS TECHNOLOGIES, LLC

THIS FIRST AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT (the "*First Amendment*") is made and entered into effective as of the ____ day of December, 2001 by and among **M. RIGDON LENTZ** ("*M.R. Lentz*"), **JENNIFER C. LENTZ** ("*J.C. Lentz*"), **JEFFREY S. MUIR** ("*Muir*"), **MICHEL LACOSTE** ("*Lacoste*") (M.R. Lentz, J.C. Lentz, Muir and Lacoste, each, a "*Member*" and collectively, the "*Members*"); and **FULCRUM ADVISORY LLC**, ("*Fulcrum*").

WITNESSETH:

WHEREAS, Biopheresis Technologies, LLC (the "*Company*") was formed as of November 29, 2000 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware, as amended effective as of the 7th day of September 2001 to change the name of the Company from "Lentz Technologies, LLC" to "Therasorb, LLC", and as amended effective December 27, 2001 to change the name of the Company from "Therasorb, LLC" to "Biopheresis Technologies, LLC"; and

WHEREAS, the Members entered into that certain Limited Liability Company Agreement dated effective as of December 1, 2001 (the "*Operating Agreement*");

WHEREAS, the Company has issued a 12½% Senior Secured Convertible Promissory Note of even date herewith to Fulcrum (the "*Note*"); and

WHEREAS, in connection with the Note, the Company has agreed to issue Fulcrum a Membership Interest representing an aggregate Percentage Interest (as such term is defined in the Operating Agreement) of 3% on a fully diluted basis, and admit Fulcrum as a Member; and

WHEREAS, the Company and the Members desire to amend the Operating Agreement to admit Fulcrum as a Member and to become a party thereto, with the rights and obligations of a Member thereunder;

NOW, THEREFORE, in consideration of the provisions and the mutual agreements herein set forth, the rights and benefits that they will each derive from the Note, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged conclusively, the parties, intending to be legally bound, agree as follows:

1. **Definitions**. All capitalized terms used herein, which are not otherwise defined herein, shall have the respective meanings set forth in the Operating Agreement.

2. **Admission of Fulcrum**. Effective as of the date hereof, Fulcrum shall be deemed a party to the Operating Agreement, as amended pursuant to this First Amendment, and will be subject to all of the terms and provisions thereof, and entitled to all of the rights and preferences, and subject to all of the obligations, of a Member thereunder.

3. **Operating Agreement**. Article I of the Operating Agreement is hereby amended by deleting the definition of "Percentage Interest" in its entirety and substituting in lieu thereof the following:

"Percentage Interest" shall mean the respective percentage Membership Interest(s) of the Members in the Company. The initial Percentage Interests are as follows:

M. Rigdon Lentz	81%
Jennifer C. Lentz	5%
Jeffrey S. Muir	6%
Michel Lacoste	5%
Fulcrum Advisory LLC	3%

4. **Approval by Members.** Each of the Members hereby consent to the admission of Fulcrum as a Member in accordance with Article VII of the Operating Agreement, and this First Amendment in accordance with Section 11.8 of the Operating Agreement. This First Amendment shall be effective and binding on all of the Members and Fulcrum, as of the date hereof.

5. **Governing Law.** The provisions of this First Amendment shall be construed and interpreted, and all rights and obligations of the parties under this First Amendment determined, in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

6. **Entire Agreement.** As amended hereby, all terms and provisions of the Operating Agreement shall remain in full force and effect.

7. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment either
emselves or by their duly authorized representatives as of the day and year first written above.

MEMBERS:

M. Rigdon Lentz

Jennifer C. Lentz

Jeffrey S. Muir

Michel Lacoste

FULCRUM:

Fulcrum Ventures LLC

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____

EXHIBIT B

PATENT ASSIGNMENT AGREEMENT

WHEREAS, M. Rigdon Lentz ("*Assignor*"), is the sole and exclusive owner of the U.S. and non-U.S. patents reflected on Schedule 1 hereto (each, a "*Patent*" and collectively, the "*Patents*"), and the U.S. and non-U.S. patent applications reflected on Schedule 1 hereto (each, a "*Patent Application*" and collectively, the "*Patent Applications*") and the inventions therein set forth; and

WHEREAS, Biophoresis Technologies, LLC, a Delaware limited liability company formerly known as Lentz Technologies, LLC ("*Assignee*"), desires to acquire the entire right, title and interest in the Patent Applications from Assignor;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and set over to Assignee, Assignor's entire right, title and interest in and to:

1. the Patents, Patent Applications, and the inventions set forth in Schedule 1, which Patents and Patent Applications were filed on the respective filing dates set forth in Schedule 1 and assigned the patent numbers and application numbers set forth in Schedule 1;
2. all non-U.S. patent applications which have or may be filed with respect to the Patents and Patent Applications;
3. all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;
4. all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid patents and applications;
5. all patents, domestic and non-U.S., granted on any of the applications included in the foregoing;
6. all reissues, patents of addition and extensions of and with respect to all patents, domestic and non-U.S., included in the foregoing; and
7. any and all causes of action for infringement of the Patents and all patent rights issued in relation to the foregoing and the right to sue (and pursue all remedies, including but not limited to recovery of monetary damages) for any and all acts of infringement of any of the Patents and all patent rights issued in relation to the foregoing, including all acts of infringement that occurred prior to this agreement;

the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and the prosecution thereof as patents and applications to be controlled by Assignee or Assignee's duly appointed attorneys or agents.

Whenever requested to do so by Assignee or its successors, assigns or other legal representatives, Assignor shall execute and deliver any and all applications, assignments or other instruments, take all lawful oaths, do all acts necessary or required for the assignment, procurement, maintenance, enforcement and defense of the patents and applications referred to herein and execute without further consideration such further assurances and other instruments as may reasonably be required by Assignee to vest all rights

and interests in the Assignee, and to allow Assignee and its successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Assignor hereby covenants that it is the sole and lawful owner of the entire and unencumbered right, title and interest in and to the foregoing and has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement or assignment to conflict herewith.

And the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue such letters Patent, as shall be granted upon said application or applications based thereon to said Assignee, its successors and assigns.

IN WITNESS WHEREOF, Assignor has hereunto set my hand and seal this ____ day of December, 2001.

ASSIGNOR:

M. Rigdon Lentz

State of Tennessee)
County of _____)ss.

Then personally appeared the above named individual who acknowledged the foregoing instrument to be free act and deed, before me, this ____ day of _____ 2001.

Notary Public

Schedule 1

	Patent Number	Patent Application Number	Issued?	Title	Inventor	Country
1.	4,708,713	06/671,990	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	US
2.	596567	49929/85	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	AU
3.	0184040	85114425.3	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	AT
4.	1,262,681	495,412	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	CA
5.	0184040	85114425.3	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	DE
6.	168,132	637	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	MX
7.	85/8676	85/8676	Yes	Method and System for Removing Immunosuppressive Components ...	Lentz	ZA
8.		09/083,307	No- being appealed	Method and Compositions for Treatment of Cancers	Lentz	US
9.		PCT/US99/11306 (off of 09/083,307)	N/A	Method and Compositions for Treatment of Cancers	Lentz	WO
10.	6,231,536	09/316,226 (CIP of 09/083,307)	Yes	Method and Compositions for Treatment of Cancers	Lentz	US
11.		45425/99 (national phase)	No	Method and Compositions for Treatment of Cancers	Lentz	AU
12.		2,333,323 (national phase)	No	Method and Compositions for Treatment of Cancers	Lentz	CA
13.		99928331.0 (national phase)	N/A	Method and Compositions for Treatment of Cancers	Lentz	EP
14.		2000-550544 (national phase)	No	Method and Compositions for Treatment of Cancers	Lentz	JP
15.		09/699,003 (continuation of 09/083,307)	No	Method and Compositions for Treatment of Cancers	Lentz	US
16.		60/164,695	Expired	Method and System to Remove Cytokine Inhibitor in Patients	Lentz	US
17.		09/709,045 (priority claim of 60/164,695)	No	Method and System to Remove Cytokine Inhibitor in Patients	Lentz	US
18.		PCT/US00/42090 (priority claim of 60/164,695)	N/A	Method and System to Remove Cytokine Inhibitor in Patients	Lentz	WO

SCHEDULE 2**Collateral**

The Collateral consists of all of the Company's right, title and interest in and to the following:

All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of the Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

All contract rights and general intangibles now owned or hereafter acquired, including, without limitation, goodwill, trademarks, service marks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind;

All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to the Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by the Company, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by the Company;

All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and the Company's Books relating to the foregoing;

All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; and

All the Company's books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.