



07-02-2003



102487179

ET

6.27.03

Attorney Docket  
No.: 022336-0007

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

1. Name of conveying parties:

Robert Johnston, and lenders and creditors  
c/o Johnston Associates, Inc.  
181 Cherry Valley Road  
Princeton, NJ 08540

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

Immunivest Corporation.  
1105 North Market Street.  
Suite 1300.  
Wilmington, DE 19801

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Omnibus Termination to Loan Documents, Termination of Security Agreement
- Merger
- Change of Name

Execution Dates: March 15, 1999

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.:

B. Patent No.(s):

5466574

Additional numbers attached?  Yes  No

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

**Louis W. Beardell, Jr.**  
**MORGAN, LEWIS & BOCKIUS LLP**  
1701 Market Street  
Philadelphia, PA 19103  
Telephone: (215) 963-5000  
**Direct Dial: (215) 963-5067**  
Facsimile: (215) 963-5001  
E-Mail: lbeardell@morganlewis.com

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = \$ 40.00

- Check enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **50-0310**

**Billing No.: 022336-0007**

**DO NOT USE THIS SPACE**

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Louis W. Beardell, Jr.  
Name of Person Signing

*Louis W. Beardell, Jr.*  
Signature

6/25/03  
Date

Total number of pages including cover sheet, attachments and document: [8]

## OMNIBUS TERMINATION TO LOAN DOCUMENTS

This Omnibus Termination to Loan Documents and Other Agreements (the "Amendment") is made as of March 15, 1999 by and among Immunicon Corporation, a Pennsylvania corporation (the "Borrower"), and MDS Life Sciences Technology Fund Limited Partnership, MDS Life Sciences Fund USA, L.P., MDS Life Sciences Technology Barbados Investment Trust (the "MDS Entities") and TL Ventures III L.P., TL Ventures III Offshore L.P. and TL Ventures III Interfund L.P. (collectively, the "TLV Entities", collectively with the MDS Entities, the "Lenders" and each individually, a "Lender"), Immunivest Corporation, a Delaware corporation ("Guarantor") and Robert Johnston, Zola Horovitz, and Edward L. Erickson and Helen L. Masten-Erickson as joint tenants by the entireties (collectively, the "Junior Creditors"), Paul Liberti, Gerald Doyle, Lynn Johnston and Albert Momjian.

### W I T N E S S E T H :

WHEREAS, the Borrower and the Junior Creditors are parties to that certain Loan Agreement dated as of June 25, 1998 (the "Junior Loan Agreement"); and

WHEREAS, the Borrower and the MDS Entities are parties to that certain Loan Agreement dated as of September 4, 1998 (the "Loan Agreement"); and

WHEREAS, the Borrower and the Lenders are parties to that certain Omnibus Amendment to the Loan Agreement dated as of February 18, 1999 (the "Omnibus Amendment"); and

WHEREAS, pursuant to the Junior Loan Agreement, the Borrower issued Notes (as defined in the Junior Loan Agreement) in the aggregate principal amount of \$150,000 to the Junior Creditors dated as of June 25, 1998; and

WHEREAS, pursuant to the Junior Loan Agreement, the Borrower issued Warrants (as defined in the Junior Loan Agreement) to purchase 500,000 shares of the Borrower's Common Stock to the Junior Creditors dated as of June 25, 1998; and

WHEREAS, pursuant to the Junior Loan Agreement, the Borrower and the Junior Creditors entered into a Security Agreement (Goods) (as defined in the Junior Loan Agreement) dated as of June 25, 1998; and

WHEREAS, pursuant to the Junior Loan Agreement, the Borrower and the Junior Creditors entered into a Security Agreement (Patents) (as defined in the Junior Loan Agreement) dated as of June 25, 1998; and

WHEREAS, pursuant to the Junior Loan Agreement, the Guarantor and the Junior Creditors entered into a Guaranty (as defined in the Junior Loan Agreement) dated as of June 25, 1998; and

WHEREAS, pursuant to the Loan Agreement, the Borrower issued Convertible Notes (as defined in the Loan Agreement) in the aggregate amount of \$1,000,000 to the MDS Entities dated as of September 4, 1998; and

WHEREAS, pursuant to the Omnibus Amendment, the Borrower issued Additional Notes (as defined in the Omnibus Amendment) in the aggregate amount of \$200,000 to the Lenders dated as of February 18, 1999; and

WHEREAS, pursuant to the Loan Agreement, the Borrower issued Warrants (as defined in the Loan Agreement) to purchase 600,000 shares of the Borrower's Series D Convertible Preferred Stock to the MDS Entities dated as of September 4, 1998; and

WHEREAS, pursuant to the Loan Agreement and the Omnibus Amendment, the Borrower and the Lenders' Agent entered into a Security Agreement (Goods) (as defined in the Loan Agreement) dated as of September 4, 1998 and amended as of February 18, 1999; and

WHEREAS, pursuant to the Loan Agreement and the Omnibus Amendment, the Borrower and the Lenders' Agent entered into a Security Agreement (Patents I) (as defined in the Loan Agreement) dated as of September 4, 1998 and amended as of February 18, 1999; and

WHEREAS, pursuant to the Loan Agreement and the Omnibus Amendment, the Borrower and the Lenders' Agent entered into a Security Agreement (Patents II) (as defined in the Loan Agreement) dated as of September 4, 1998 and amended as of February 18, 1999; and

WHEREAS, pursuant to the Loan Agreement and the Omnibus Amendment, the Guarantor and the Lenders' Agent entered into a Guaranty (as defined in the Loan Agreement) dated as of September 4, 1998 and amended as of February 18, 1999; and

WHEREAS, pursuant to the Loan Agreement, the Borrower, the Guarantor, the Junior Creditors, the MDS Entities and the Lenders' Agent entered into an Intercreditor Agreement (as defined in the Loan Agreement) dated as of September 4, 1998 and amended as of February 18, 1999; and

WHEREAS, pursuant to the Loan Agreement, Paul Liberti, Gerald Doyle, Lynn Johnston, Albert Momjian, the Junior Creditors and the MDS Entities entered into a

Stockholder Voting Agreement (as defined in the Loan Agreement) dated as of September 4, 1998; and

WHEREAS, the Borrower has agreed to sell shares of its Series D Convertible Preferred Stock to the Lenders, the Junior Creditors and certain other investors; and

WHEREAS, the Lenders and the Borrower have agreed to, and the Guarantor and Junior Creditors have consented to, the amendment of the Loan Agreement, for such purposes pursuant to the terms and conditions set forth in this Amendment; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

SECTION 2. Termination To Loan Documents and Other Agreements. The Borrower and the other parties hereto agree as follows:

- (a) The Junior Loan Agreement, dated as of June 25, 1998, is hereby terminated.
- (b) The Loan Agreement, dated as of September 4, 1998, and as amended by the Omnibus Amendment dated as of February 18, 1999 is hereby terminated.
- (c) The Notes, dated as of June 25, 1998, issued pursuant to the Junior Loan Agreement are hereby cancelled.
- (d) The Security Agreement (Goods), dated as of June 25, 1998, entered into pursuant to the Junior Loan Agreement is hereby terminated.
- (e) The Security Agreement (Patents), dated as of June 25, 1998, entered into pursuant to the Junior Loan Agreement is hereby terminated.
- (f) The Guaranty, dated as of June 25, 1998, entered into pursuant to the Junior Loan Agreement is hereby terminated.
- (g) The Convertible Notes, dated as of September 4, 1998, issued pursuant to the Loan Agreement are hereby cancelled.
- (h) The Additional Notes, dated as of February 18, 1999, issued pursuant to the Loan Agreement as amended by the Omnibus Amendment are hereby cancelled.

(i) The Warrants, dated as of September 4, 1998, issued pursuant to the Loan Agreement are hereby cancelled.

(j) The Security Agreement (Goods), dated as of September 4, 1998 and amended as of February 18, 1999, entered into pursuant to the Loan Agreement as amended by the Omnibus Amendment is hereby terminated.

(k) The Security Agreement (Patents I), dated as of September 4, 1998 and amended as of February 18, 1999, entered into pursuant to the Loan Agreement as amended by the Omnibus Amendment is hereby terminated.

(l) The Security Agreement (Patents II), dated as of September 4, 1998 and amended as of February 18, 1999, entered into pursuant to the Loan Agreement as amended by the Omnibus Amendment is hereby terminated.

(m) The Guaranty, dated as of September 4, 1998 and amended as of February 18, 1999, entered into pursuant to the Loan Agreement as amended by the Omnibus Amendment is hereby terminated.

(n) The Intercreditor Agreement, dated as of September 4, 1998 and amended as of February 18, 1999, entered into pursuant to the Loan Agreement as amended by the Omnibus Amendment is hereby terminated.

(o) The Stockholder Voting Agreement, dated as of September 4, 1998, entered into pursuant to the Loan Agreement is hereby terminated.

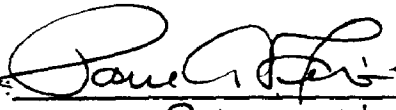
SECTION 3. Surviving Agreements. The Warrants, dated as of June 25, 1998, issued pursuant to the Junior Loan Agreement for 500,000 shares of the Borrower's Common Stock remain outstanding.

SECTION 4. Further Assurances. Each of the parties hereto agrees to return to the Borrower all original Notes, Additional Notes, Security Agreements, Guaranties, and cancelled Warrants and any and all copies of such documents in their possession, to deliver to the Borrower UCC-3s, if appropriate, and to deliver to the Borrower such other documents as may be reasonably requested by the Borrower to effect this Agreement.

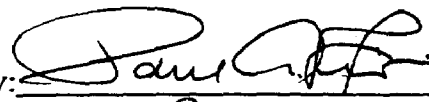
Except as provided in Section 3 of this Agreement, all other instruments, contracts, understandings and agreements entered into in connection with the foregoing shall be deemed terminated and of no further force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the undersigned as of the date first written above.

**BORROWER:**  
Immunicon Corporation

By:   
Name: P. Liberti  
Title: President

**GUARANTOR:**  
Immunivest Corporation

By:   
Name: P. Liberti  
Title: President

**LENDERS:**

MDS Life Sciences Technology  
Fund Limited Partnership

By: MDS Life Sciences Technology  
Fund (GP) Inc., General Partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

MDS Life Sciences Technology Fund  
USA, L.P.

By: MDS Capital USA (GP) Inc.,  
General Partner

By: \_\_\_\_\_

Name:  
Title:

MDS Life Sciences Technology  
Barbados Investment Trust

By: \_\_\_\_\_

Name:  
Title:

**LENDERS:**

MDS Life Sciences Technology  
Fund Limited Partnership

By: MDS Life Sciences Technology  
Fund (GP) Inc., General Partner

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

MDS Life Sciences Technology Fund  
USA, L.P.

By: MDS Capital USA (GP) Inc.,  
General Partner

By: Thomas E. Willett  
Name:  
Title:

MDS Life Sciences Technology  
Barbados Investment Trust

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



**LENDERS:**

**MDS Life Sciences Technology  
Fund Limited Partnership**

**By: MDS Life Sciences Technology  
Fund (GP) Inc., General Partner**

**By: \_\_\_\_\_**

**Name:**

**Title:**

**MDS Life Sciences Technology Fund  
USA, L.P.**

**By: MDS Capital USA (GP) Inc.,  
General Partner**

**By: \_\_\_\_\_**

**Name:**

**Title:**

**MDS Life Sciences Technology  
Barbados Investment Trust**

**By: *[Signature]* \_\_\_\_\_**

**Name:**

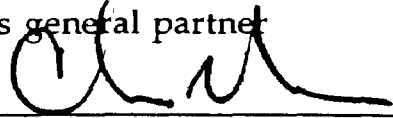
**Title:**

Notice to:  
c/o TL Ventures LLC  
800 The Safeguard Building  
435 Devon Park Drive  
Wayne, PA 19087-1945  
Attn: Chief Financial Officer

TL Ventures III L.P.

By: TL Ventures III Management L.P. ,  
its general partner

By: TL Ventures III LLC,  
its general partner

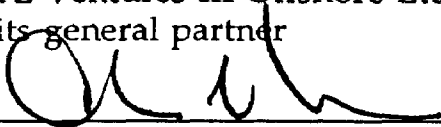
By:   
Name: Christopher Moller, Ph.D.  
Title: Managing Director

Notice to:  
c/o Trident trust Company (Cayman)  
Limited  
P.O. Box 847  
One Capital Place  
Fourth Floor  
Grand Cayman, Cayman Islands  
(with a copy to TL Ventures LLC  
at above address)

TL Ventures III Offshore L.P.

By: TL Ventures III Offshore  
Partners L.P., its general partner

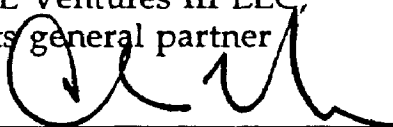
By: TL Ventures III Offshore Ltd.,  
its general partner

By:   
Name: Christopher Moller, Ph.D.  
Title: Vice President

Notice to:  
c/o TL Ventures LLC  
800 The Safeguard Building  
435 Devon Park Drive  
Wayne, PA 19087-1945  
Attn: Chief Financial Officer

TL Ventures III Interfund L.P.

By: TL Ventures III LLC,  
its general partner

By:   
Name: Christopher Moller, Ph.D.  
Title: Managing Director

Agreed and Accepted:

MDS Capital Corp.

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

Notice to:  
c/o TL Ventures LLC  
800 The Safeguard Building  
435 Devon Park Drive  
Wayne, PA 19087-1945  
Attn: Chief Financial Officer

TL Ventures III L.P.

By: TL Ventures III Management L.P. ,  
its general partner

By: TL Ventures III LLC,  
its general partner

By: \_\_\_\_\_  
Name: Christopher Moller, Ph.D.  
Title: Managing Director

Notice to:  
c/o Trident trust Company (Cayman)  
Limited  
P.O. Box 847  
One Capital Place  
Fourth Floor  
Grand Cayman, Cayman Islands  
(with a copy to TL Ventures LLC  
at above address)

TL Ventures III Offshore L.P.

By: TL Ventures III Offshore  
Partners L.P., its general partner

By: TL Ventures III Offshore Ltd.,  
its general partner

By: \_\_\_\_\_  
Name: Christopher Moller, Ph.D.  
Title: Vice President

Notice to:  
c/o TL Ventures LLC  
800 The Safeguard Building  
435 Devon Park Drive  
Wayne, PA 19087-1945  
Attn: Chief Financial Officer

TL Ventures III Interfund L.P.

By: TL Ventures III LLC,  
its general partner

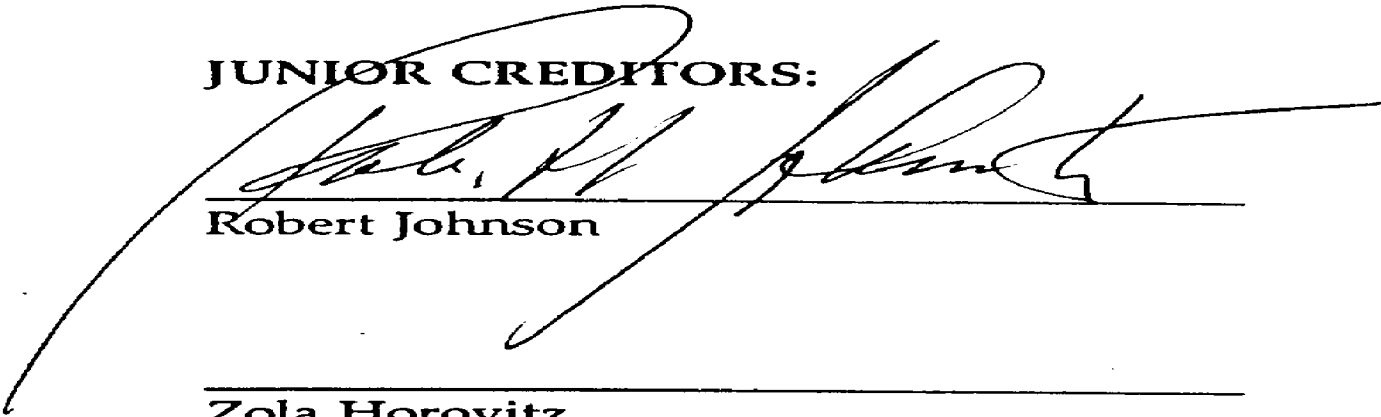
By: \_\_\_\_\_  
Name: Christopher Moller, Ph.D.  
Title: Managing Director

Agreed and Accepted:

MDS Capital Corp.

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

**JUNIOR CREDITORS:**



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Robert Johnson

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Zola Horovitz

Edward L. Erickson and Helen L.  
Masten-Erickson, as tenants by the  
entireties

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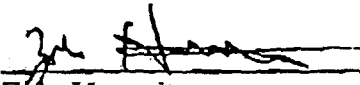
Edward L. Erickson

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Helen L. Masten-Erickson

**JUNIOR CREDITORS:**

\_\_\_\_\_  
Robert Johnson

  
\_\_\_\_\_  
Zola Horovitz

Edward L. Erickson and Helen L.  
Masten-Erickson, as tenants by the  
entireties

\_\_\_\_\_  
Edward L. Erickson

\_\_\_\_\_  
Helen L. Masten-Erickson

**JUNIOR CREDITORS:**

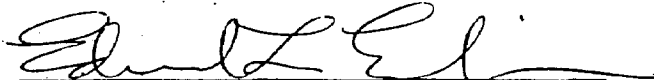
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Robert Johnson

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Zola Horovitz

Edward L. Erickson and Helen L.  
Masten-Erickson, as tenants by the  
entireties



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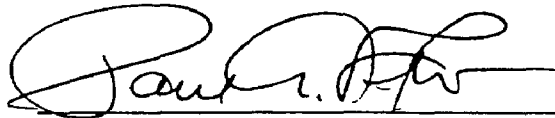
Edward L. Erickson



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Helen L. Masten-Erickson

Other Parties:



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Paul A. Liberti

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Gerald Doyle

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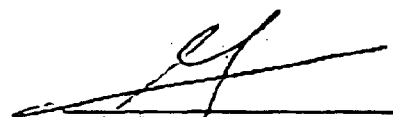
Lynn Johnston

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Albert Momjian

Other Parties:

\_\_\_\_\_  
Paul A. Liberti

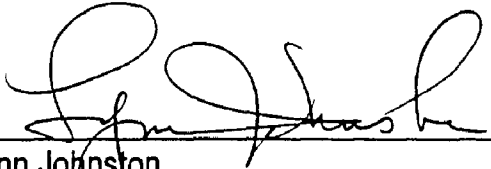
  
\_\_\_\_\_  
Gerald Doyle

\_\_\_\_\_  
Lynn Johnston

\_\_\_\_\_  
Albert Momjian

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Lynn Johnston