| Form PTO-1595 RECORDATION FORI<br>(Rev. 10/02)                 | U.S. Patent and Trademark Office                               |
|--|--|
| OMB No. 0651-0027 (exp. 6/30/2005) PATENT                      | SONLY  |
| Tab settings ⇔⇔ ♥ ▼ ▼  | <b>V V</b> <u>V</u> <u>V</u>                                   |
| To the Honorable Commissioner of Patents and Trademarks:       | Please record the attached original documents or copy thereof. |
| Name of conveying party(ies):                                  | 2. Name and address of receiving party(ies)                    |
| ADViSYS Inc.   | Name: Estate of Gordan A. Cain                                 |
| 2700 Research Forest Drive, Ste 180<br>The Woodlands, TX 77381 | Internal Address: c/o James D. Weaver, Executor                |
| Additional name(s) of conveying party(les) attached? Yes Vo    |  |
| 3. Nature of conveyance:                                       |  |
| Assignment Merger  | D D D V 700  |
| Security Agreement Change of Name                              | Street Address: 8 Greenway Plaza, Suite 792                    |
|  |  |
| Other  |  |
|  | City: Houston State: TX Zip: 77046                             |
| Execution Date: 12/22/2003                                     | Additional name(s) & address(es) attached? Yes 🔽 No            |
| 4. Application number(s) or patent number(s):                  | <del></del> -  |
| If this document is being filed together with a new appli      | cation, the execution date of the application is:              |
| A. Patent Application No.(s) see attached                      | B. Patent No.(s) see attached                                  |
|  |  |
| Additional numbers att   | ached? 🔽 Yes No  |
| 5. Name and address of party to whom correspondence            | 6. Total number of applications and patents involved: 27       |
| concerning document should be mailed:                          |  |
| Name: James D. Weaver, Executor                                | 7. Total fee (37 CFR 3.41)\$\frac{1080.00}{}                   |
| Suite 792  | Enclosed   |
| Internal Address:  | Authorized to be charged to deposit account                    |
|  |  |
|  |  |
| 8 Greenway Plaza   | 8. Deposit account number:                                     |
| Street Address: 8 Greenway Plaza                               | 22-0365 Attn: APP805/29000                                     |
|  |  |
| City: Houston State: TX Zip: 77046                             |  |
|  |  |
| <del></del>  | THIS SPACE   |
| 9. Signature.  |  |
| _  |  |
| David Wooten   | 1/14/04  |
| Name of Person Signing   | Signature Date   |
|  | er sheet, attachments, and documents:                          |

**2**003 VE LLP 2004 15:15 FAX

### **Continuation of Item 4**

### A. Patent Application Numbers:

10/315,907

PCT/US02/39509

10/021,403

PCT/US01/48726

60/362,362

10/360,768

10/657,725

PCT/US03/06833

10/166,356

10/262,141

10/262,377

PCT/US03/25975

10/359,919

PCT/US03/03640

10/395,709

PCT/US03/16541

10/619,939

PCT/US03/21917

10/166,356

60/423,536

60/474,749

60/443,104

60/454,079

60/457,214

60/464,266

60/492,427

### В. Patent Number:

6,551,996

1477277\_1.DOC

### SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made and entered into as of December 22, 2003, by and between ADViSYS, Inc., a Delaware corporation ("Debtor"), and the Estate of Gordon A. Cain (the "Estate"), William A. McMinn ("McMinn"), an individual residing in Houston, Texas and Baylor College of Medicine ("Baylor" and collectively with the Estate and McMinn, the "Secured Parties"), a Texas nonprofit corporation having its principal place of business in Houston, Texas.

### WITNESSETH:

WHEREAS, Debtor has issued separate Secured Promissory Notes of even date herewith to each of the Secured Parties; and

WHEREAS, to secure Debtor's payment of all amounts owed pursuant to each of the Secured Promissory Notes, Debtor now wishes to grant each of the Secured Parties a security interest in and lien on the "Collateral" as defined herein;

NOW THEREFORE in consideration of the foregoing Debtor agrees to provide security for the performance of its obligations under the Agreement as follows:

The following terms which are defined in the Uniform Defined Terms. Commercial Code in effect in the State of Texas on the date hereof are used herein as so defined: Payment Intangibles, Electronic Chattel Paper, Investment Property, Supporting Obligations, Deposit Accounts, Letter-of-Credit Rights, Commercial Tort Claims; and the following terms shall have the following meanings:

"Account Debtor": A person obligated on an Account, Chattel Paper, or General Intangible.

"Patents": (a) All letters patent of the United States and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule I hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to in Schedule I hereto.

"Patent License": All agreements, whether written or oral, providing for the grant by either Grantor of the right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule I hereto.

(a) All trademarks, trade names, corporate names, "Trademarks": company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the

Security Agreement PATENT

/2004 15:15 FAX VE LLP ☑ 005

United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all renewals thereof.

"Trademark License": Any agreement, written or oral, providing for the grant by either Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule II hereto.

"<u>UCC</u>": The Uniform Commercial Code as from time to time in effect in the State of Texas.

- 2. <u>Grant of Security Interest</u>. Debtor hereby grants to each of the Secured Parties, its successors and assigns, a continuing security interest in all of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest and wherever located (hereinafter collectively called the "Collateral"):
  - (a) All accounts;
  - (b) All Chattel Paper (including, without limitation, all Electronic Chattel Paper and all Tangible Chattel Paper);
  - (c) All documents (including without limitation, all laboratory records);
  - (d) All equipment, furniture and other personal property
  - (e) All General Intangibles (including, without limitation, all Payment Intangibles);
  - (f) All instruments;
  - (g) All inventory including biological samples and animals;
  - (h) All Investment Property
  - (i) All Patents;
  - (j) All Patent Licenses;
  - (k) All Trademarks;
  - (l) All Trademark Licenses;
  - (m) All vehicles:
  - (n) All Deposit Accounts;
  - (o) All Letter-of-Credit Rights;
  - (p) All Commercial Tort Claims;
  - (q) All Supporting Obligations that support the payment or performance of an Account Chattel Paper, a Document, a General Intangible, an Instrument or Investment Property; and
  - (r) All proceeds and products of any of the foregoing.
- 3. <u>Security for Obligations</u>. This Agreement secures, and the Collateral assigned by Debtor is collateral security for, the following obligations of Debtor (hereinafter collectively called the "Obligations"):
- (a) the full and prompt performance by Debtor of each of its obligations under each of the Secured Promissory Notes, including without limitation, the payment of all amounts owed thereunder; and

1451056\_1.DOC Security Agreement

/2004 15:15 FAX VE LLP ☑ 006

- (b) any and all covenants, agreements, liabilities and obligations of Debtor to the Secured Parties, its successors and assigns provided for or arising under this Security Agreement.
- 4. <u>Debtor Representations. Warranties and Covenants</u>. Debtor hereby represents, warrants and covenants to each of the Secured Parties as follows:
- (a) Unless one of the Secured Parties agrees otherwise, in writing, all Collateral will be kept at its current location at all times;
- (b) Debtor is and will be at all times the owner of the Collateral, and no person other than the Secured Parties has any security interest or lien upon any of the Collateral;
- (c) Debtor intends that the security interest in the Collateral granted to the Secured Parties hereunder shall constitute a valid security interest in the Collateral, securing performance of the Obligations and Debtor agrees not to take a position to the contrary in the future. Upon Secured Parties filing of UCC financing statements naming Debtor as "debtor", naming the Secured Parties as "the Secured Parties" and describing the Collateral with the Secretary of State in Debtor's state of incorporation, Debtor and the Secured Parties intend to perfect the security interest in the Collateral granted to the Secured Parties which security interest is intended to be prior in interest to all other liens;
- Except for any financing statements to be filed pursuant to this Security Agreement and any other financing statements running for the benefit of the Secured Parties, no financing statement or other acknowledgment of lien covering any Collateral is on file in any public office. Debtor shall, at Debtor's cost and upon the request of any of the Secured Parties, execute and deliver to the Secured Parties such financing statements, assignments, and other documents in form satisfactory to the Secured Parties, and do all such further acts and things as any of the Secured Parties may at any time and from time to time reasonably request or as may be necessary or appropriate to establish and maintain a valid perfected security interest in the Collateral as security for the Obligations; provided, however, that Debtor shall not be required to make any payments to any person or otherwise incur any out-of-pocket costs in satisfying the foregoing obligation costs that are not commercially reasonable. Without limiting the generality of the foregoing, Debtor will: (i) execute such financing or continuation statements, or amendments thereto, and (ii) deliver such other instruments or notices, in each case, as may be necessary or desirable, or as any of the Secured Parties may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; provided, however, that Debtor shall not be required to take any action hereunder if such action would be materially detrimental to it. Debtor and the Secured Parties agree that the execution of this Security Agreement and the performance by Debtor of its obligations hereunder shall not be deemed to be materially detrimental to Debtor. Debtor hereby authorizes each of the Secured Parties to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral. Debtor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Debtor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. The Secured Parties shall be solely responsible for and will pay the cost of filing or recording the

1451056 1.DOC 3 Security Agreement

√2004 15:16 FAX VE LLP ☑ 007

same or filing or recording this Security Agreement in all public offices wherever filing or recording is deemed by the Secured Parties to be necessary or desirable;

- (e) Debtor will notify each of the Secured Parties of any change in Debtor's name within 15 days of such change;
- (f) Debtor will notify each of the Secured Parties of any change of the jurisdiction of organization of Debtor within 15 days of such change; and
- (g) Debtor will not sell, assign, pledge, lease or otherwise transfer or encumber the Collateral, or any interest therein, without the prior written consent of one of the Secured Parties, which shall not be unreasonably withheld, conditioned or delayed.
- 5. <u>Default</u>. The occurrence of any of the following events or conditions shall constitute an immediate "Default" under this Security Agreement:
  - (a) A default by Debtor under any of the Secured Promissory Notes; or
- (b) A default in the performance by Debtor or attributable to Debtor of any of the other Obligations or of any other covenants, agreements, or obligations contained or referred to herein if not cured within thirty (30) days after written notice from any of the Secured Parties.
- 6. Standard of Care. The powers conferred on each of the Secured Parties hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, each of the Secured Parties shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Each of the Secured Parties shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property.
- Rights Upon Default. If a Default shall occur hereunder and be continuing at any time thereafter each of the Secured Parties shall have the right, individually, to take any action with respect to or to enforce any rights granted hereunder, or by law, with respect to the security interest and the Collateral and each of the Secured Parties shall have, individually, all the remedies of a secured party under the Uniform Commercial Code as enacted in the State of Texas or, if the Default involves the Property, in any other jurisdiction in which the Property is located, and all other rights and remedies now or hereafter provided or permitted by law. Without limitation of the foregoing, upon such Default, each of the Secured Parties shall be entitled, individually, to hold, maintain and preserve all of the Collateral for sale and to dispose of the Collateral. Debtor will execute and deliver to each of the Secured Parties any and all forms, documents, certificates and registrations as may be necessary or appropriate to enable any of the Secured Parties, individually, to sell and deliver good and clear title to the Collateral to the buyer at the sale as herein provided. Each Secured Party will be entitled to a share of the net proceeds realized upon any disposition of the Collateral in proportion to the relative amounts owed under its or his Secured Promissory Note.

1451056\_1.DOC 4 Security Agreement

- 8. <u>No Waiver</u>. No waiver by any party of any Default hereunder shall operate as a waiver of any other Default or of the same Default on a future occasion. The remedies hereunder are cumulative and the exercise of any one or more of the remedies provided for herein, under the Uniform Commercial Code or otherwise, shall not be construed as a waiver of any other remedies so long as the Secured Promissory Notes, this Security Agreement or any part of the Obligations remain in effect.
- 9. <u>Successors and Assigns</u>. All rights of each of the Secured Parties hereunder shall inure to the benefit of its successors and assigns; and all obligations of each party hereunder shall bind its respective successors and assigns.
- 10. <u>Invalidity</u>. Each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.
- 11. <u>Individual Rights</u>. Notwithstanding anything herein to the contrary, each of the Secured Parties may individually exercise any of the rights and powers granted herein to the Secured Parties without any consent or other approval from the other Secured Parties.
- 12. <u>UCC Terms</u>. The terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of the State of Texas.
- 13. <u>Governing Law</u>. Without limitation of the foregoing, this Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to its choice of law principles.
- 14. <u>Notices</u>. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by either party to the other party shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, or by overnight delivery by a nationally recognized overnight delivery service, addressed as follows:

If to the Secured Parties:

Estate of Gordon A. Cain James D. Weaver, Executor The Sterling Group 8 Greenway Plaza Houston Texas 77046

William A. McMinn The Sterling Group 8 Greenway Plaza, Suite 702 Houston, Texas 77046 Facsimile: (713) 877-1824

1451056\_1.DOC 5 Security Agreement

With copies to:

BCM Technologies

Attn: Christine Powaser 1709 Dryden, Suite 901 Houston, Texas 77030

Facsimile No.: (713) 795-4602

If to Debtor:

ADViSYS, Inc.

Attn: President

2700 Research Forest Drive, Suite 180

The Woodlands, Texas 77381 Facsimile No.: (281) 296-1688

or to such other address as the party to be addressed may from time to time designate by written notice to the other party given as herein required. All notices, demands and requests shall be effective upon receipt.

15. Amendments, etc. No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by Debtor therefrom, shall in any event be effective unless the same shall be in writing and signed by each of the Secured Parties and, in the case of any such amendment or modification, by Debtor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

1451056\_1.DOC 6 Security Agreement

104 15:17 FAX VE LLP ☑ 010

IN WITNESS WHEREOF, this Security Agreement has been executed as of the day and year first above written.

### **DEBTOR**:

ADViSYS, Inc., a Delaware corporation

Name: Name: President Con

### THE SECURED PARTIES:

Estate of Gordon A. Cain

William A. McMinn

Baylor College of Medicine

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

Security Agreement

IN WITNESS WHEREOF, this Security Agreement has been executed as of the day and year first above written.

### **DEBTOR**:

ADViSYS, Inc., a Delaware corporation

| By:    | کسور   | lin.        | 12.1 | ae         |
|--------|--------|-------------|------|------------|
| Name:  | · Back | م<br>مح     | R. K | <u>esV</u> |
| Title: | 4 read | <del></del> | CEC  | )          |
|        |        | /           |      |            |

| THE S | SECU | RED | PARJ | <u>ΓΙΕS</u> : |
|-------|------|-----|------|---------------|
|-------|------|-----|------|---------------|

Estate of Gordon A. Cain

| By: |                           |
|-----|---------------------------|
|     | James D. Weaver, Executor |
|     |                           |

William A. McMinn

| By: | سنلعر     | in a. | whim |  |
|-----|-----------|-------|------|--|
|     | : William |       | ·    |  |

Baylor College of Medicine

| By:         |      |  |
|-------------|------|--|
| Print Name: | <br> |  |
| Title:      | <br> |  |

Security Agreement

IN WITNESS WHEREOF, this Security Agreement has been executed as of the day and year first above written.

### DEBTOR:

ADViSYS, Inc., a Delaware corporation

### THE SECURED PARTIES:

Estate of Gordon A. Cain

Name: James D. Weaver, Executor

William A. McMinn

By: \_\_\_\_\_ Name: William A. McMinn

Baylor College of Medicine

By: William D Walke.
Print Name: William D Walke.
Title: Vice President

Security Agreement

VE LLP

### **Patents and Patent Licenses**

SCHEDULE I TO SECURITY AGREEMENT

### ADDENDUM TO UCC FINANCING STATEMENT

DEBTOR: ADVISYS, INC.

| <b>4</b> 0 0 00 | AVSI 00005 00007 00008 00006 | Title  Linear DNA Fragments for Gene Expression Plasmid Mediated Treatment for Anemia, Wasting, Immune Dysfunction and Life Extension for the Chronically III  Body Mass, Decrease Body Fat Proportion, Increase Bone Density, and Improve Bone Healing Rate—(Provisional and a Composition | Country United States United States Argentina Chile Malaysia Thailand Taiwan United States | Patent or Patent Application No. SN# 10/237,146 SN# PCT/US02/28508 SN# 10/315,907 SN# PCT/US02/39509 SN# PR | Filing Date 09/06/02 09/06/02 12/10/02 12/10/02 12/10/02 12/10/02 12/10/02 12/10/02 10/25/02 |
|-----------------|------------------------------|---|--|---|--|
| PATENT          | 1451056 - 120C               | and Method to Alter Lean Body Mass and Bone Properties in a Subject – (Utility)   | Chile<br>Argentina<br>Thailand<br>Malaysia<br>Taiwan<br>Schedule I - 1                     | SN# 2446/2002<br>SN# P020104067<br>SN# 077598<br>SN# P120024000<br>SN# 91125328   | 10/25/02<br>10/25/02<br>10/25/03<br>10/25/02<br>10/25/02                                     |

1451056\_1.DOC

| AVSI | Title   | Country       | Patent or<br>Patent Application No. | Filing Date |
|------|---|---------------|-------------------------------------|-------------|
| 6000 | Administration of Nucleic Acid Sequence to<br>Female Animal to Enhance Growth in Offering | United States | SN# 10/021,403                      | 12/12/01    |
|      | D   | Argentina     | SN# P010105745                      | 12/11/01    |
|      |   | Chile         | SN# 3008/01                         | 12/10/01    |
|      |   | Malaysia      | SN# PI20015621                      | 12/11/01    |
|      |   | Thailand      | SN# 070197                          | 12/06/01    |
|      |   | Taiwan        | SN# 90130829                        | 12/12/01    |
|      |   | United States | SN# PCT/US01/48726                  | 12/12/01    |
|      |   | Australia     | SN# 2002248194                      | 12/12/01    |
|      |   | Brazil        | SN# PI0116472-4                     | 12/12/01    |
|      |   | Canada        | SN# 2,430,921                       | 12/12/01    |
|      |   | China         | SN# (not yet received)              | 12/12/01    |
|      |   | Europe (EPC)  | SN# 01997073.0                      | 12/12/01    |
|      |   | Indonesia     | SN# W00200301307                    | 12/12/01    |
|      |   | Mexico        | SN#                                 | 12/12/01    |
|      |   | New Zealand   | SN# 526621                          | 12/12/01    |
|      |   | Philippines   | SN# 1-2003-500503                   | 12/12/01    |
|      |   | Poland        | SN# (not yet received)              | 12/12/01    |
|      |   | Singapore     | SN# 200303372-7                     | 12/12/01    |
|      |   | South Korea   | SN# 10-2003-7007872                 | 12/12/01    |
| 0100 | Constant Current Electrode Assembly for   | United States | SN# 60/362,362                      | 03/07/02    |
|      | Electroporation   |               | SN# 10/360,768                      | 03/07/02    |
|      |   |               | SN# 10/657,725                      | 09/08/03    |
|      |   |               | SN# PCT/US03/06833                  | 03/06/03    |
|      |   | Argentina     | SN# P030100756                      | 03/06/03    |
|      |   | Chile         | SN#0447/2003                        | 03/02/03    |
|      |   |               |                                     |             |

PATENT REEL: 014250 FRAME: 0991

Schedule I - 2

|              | DEDIC   | DEDIOR: AUVISIO, INC.  |   |                                  |
|--------------|---|--|---|----------------------------------|
| AVSI         | Title   | Country  | Patent or<br>Patent Application No.   | Filing Date                      |
|              |   | Malaysia<br>Taiwan<br>Thailand   | SN# PI 20030786<br>SN# 92104867<br>SN# 080694   | 03/06/03<br>03/06/03<br>03/06/03 |
| 0011         | Growth Hormone Release Hormone Expression<br>System and Methods of Use, Including Use in              | United States<br>Continued Application   | Patent No. 6,423,693<br>SN# (not yet received)  | 07/24/98<br>04/16/02             |
|              | Stillians   | Australia (DIV)<br>Canada<br>Japan<br>Europe   | SN# 2002300550<br>SN# 2,297,375<br>SN# 2000-504270<br>SN# 108328.12   | 07/24/03                         |
| 0012         | Method for the Identification of Synthetic Cell-Or-Tissue-Specific Transcriptional Regulatory Regions | United States Continuation Application PCT Application Canada Europe Japan Australia (Div) | Patent No. 6,410,228<br>SN# Not yet received<br>SN# US98/14901<br>SN# 2,296,771<br>SN# 98936904.6<br>SN# 2000-502228<br>SN# Unknown | 07/14/98<br>05/01/02<br>07/14/98 |
| 0013         | Myogenic Vector Systems   | United States  | Patent No. 5,298,422 Patent No. 5,756,264 Patent No. 5,925,564  | 11/06/91<br>03/09/94<br>06/07/95 |
|              |   | Australia  | SN#08/472,809<br>SN# 31246/93   | 11/03/92                         |
| Oct 1 Solids |   | Schedule I - 3   |   |                                  |

PATENT REEL: 014250 FRAME: 0992 1451056\_1.DOC

|               |   |  | Patent or  |  |
|---------------|---|--|--|--|
| AVSI          | Title   | Country  | Patent Application No.   | Filing Date  |
| 0014          | Progesterone Receptor Having C. Terminal Hormone Binding Truncations/Mutated Steroid Hormone Receptors, Methods for their Use and Molecular Switch for Gene Therapy | United States  | Patent No. 5,364,791<br>SN# 07/939,246<br>SN# 08/479,846<br>SN# 08/454,418   | 05/14/92<br>09/02/92<br>06/06//95<br>05/30/95                                    |
| 0015          | Formulated Nucleic Acid Compositions and Methods of Administering the Same for Gene Therapy   | United States  | Patent No. 6,040,295   | 01/13/95   |
| 0017          | Super Porcine Growth Hormone Releasing Hormone Analog   | United States Argentina Chile Malaysia PCT Thailand Taiwan Australia   | Patent No. 6,551,996<br>SN# 10/166,356<br>SN# 10/262,141<br>SN# 10/262,377<br>SN# P030103014<br>SN# 1685/2003<br>SN# PT 20033155<br>SN# PCT/US03/25975<br>SN# 92122793<br>SN# 66078/00 | 07/24/00<br>08/21/02<br>10/01/02<br>08/20/03<br>08/20/03<br>08/19/03<br>08/19/03 |
| DATENT        |   | Canada<br>South Korea<br>China<br>Mexico<br>Europe<br>Brazil<br>Poland | SN# 2,378,943 SN# 10-2002-7001095 SN# 00813372,7 SN# PA/a/2002/000938 SN# 00953666,5 SN# PI0012748.5 SN# Unknown SN# 2001-511880   |  |
| 1451056_1.DOC |   | Schedule I - 4   |  |  |

| Filing Date                         | 10/09/87<br>08/30/88<br>07/19/90   | 10/05/88                               | 10/05/88   | 02/06/03  | 02/06/03                        | 02/06/03                    | 07/06/03     | 03/24/03  | 05/28/03<br>05/26/03<br>05/26/03                   |
|-------------------------------------|--|--|--|---|---------------------------------|-----------------------------|--------------|---|--|
| Patent or<br>Patent Application No. | Patent No. 4,822,470<br>Patent No. 4,970,154<br>Patent No. 5,304,486                                   | SN# 95115195.0<br>Patent No. 2,739,978 | Patent No. 1,340,200                                 | SN# 10/359,919<br>SN# PCT/US03/03640  | SN# P030100375<br>SN# 0230/2003 | SN# PI2003041<br>SN# 079845 | SN# 92102453 | SN# 10/395,709  | SN# P030101880<br>SN# 1039/2003<br>SN# PI 20031939 |
| Country                             | United States  | European Application<br>(DIV)<br>Japan | Canada<br>German<br>France<br>Italy<br>Great Britain | United States   | Argentina<br>Chile              | Malaysia<br>Thailand        | Taiwan       | United States   | Argentina<br>Chile<br>Malaysia                     |
| Title                               | Method of and Apparatus for Cell Poration and<br>Cell Fusion Using Radiofrequency Electrical<br>Pulses |  |  | Modified Pituitary Gland Development in Offspring from Expectant Mother Animals Treated with Growth Hormone Releasing Hormone Therapy |                                 |                             |              | Plasmid Mediated Gene Supplementation and In<br>Vivo Expression of the Poly L-Glutamate (PLG)<br>System |  |
| AVSI                                | 0018   |  |  | 6019  |                                 |                             |              | 0021  |  |

PATENT REEL: 014250 FRAME: 0994 1451056\_1.DOC

| AVSI                    | Title   | Country  | Patent or<br>Patent Application No.  | Filing Date  |
|-------------------------|---|--|--|--|
|                         |   | Taiwan<br>Thailand<br>WIPO   | SN# 92114086<br>SN# 082550<br>SN# US03/16541   | 05/23/03<br>05/23/03<br>05/23/03                                     |
| 0023                    | Codon Optimized Synthetic Plasmids  | United States Argentina Chile Malaysia Taiwan Thailand                                       | SN# 10/619,939<br>SN# P030102543<br>SN# 1432/2003<br>SN# P1 20032637<br>SN# 92119326<br>SN# 083818<br>SN# PCT/US03/21917 | 07/15/03<br>07/15/03<br>07/15/03<br>07/15/03<br>07/16/03<br>07/15/03 |
| 0024                    | Protease Resistant TI-Growth Hormone<br>Releasing Hormone [This is a CIP of AVSI-17;<br>Super Porcine Growth Hormone Releasing<br>Hormone analog] | United States  | SN# 10/166,356   | 08/21/02   |
| 0025                    | Mutated Skeletal Actin Promoter   | United States  | Patent No. 5,374,544   | 01/15/92   |
| 0026                    | IGF-1 Expression System and Methods of Use  | United States EP Application Canada Application Australia Application Japan Australia (Div.) | SN# 09/861,101<br>SN# 97950737.3<br>SN# 2,274,314<br>SN# 53662/98<br>SN# 525696/98<br>SN# 97157/01                       | 05/18/01<br>12/01/97<br>12/01/97<br>12/01/97<br>12/10/01             |
| 004<br>- 3013<br>- 3013 |   | Schedule I - 6   |  |  |

VE LLP

## ADDENDUM TO UCC FINANCING STATEMENT DEBTOR: ADVISYS, INC.

| AVSI | Title  | Country       | Patent or<br>Patent Application No. | Filing Date |
|------|--|---------------|-------------------------------------|-------------|
| 0027 | Synthetic Muscle Promoters With Activities Exceeding Naturally Occurring Regulatory Sequences in Cardiac Cells | United States | SN# 60/423,536                      | 11/04/02    |
| 0030 | Device and Methods for Biomaterial Production  | United States | SN# 60/474,749                      | 65/30/03    |
| 0033 | Reducing Culling in Herd Animals Growth<br>Hormone Releasing Hormone (GHRH)                                    | United States | SN# 60/443,104                      | 01/28/03    |
| 0034 | Insulin-Like Growth Factor (IGF-I) Plasmid-<br>Mediated Supplementation for Therapeutic<br>Applications        | United States | SN# 60/454,079                      | 03/12/03    |
| 0036 | Increasing Fertility Rates in Animals by Using<br>Growth Hormone Releasing Hormone (GHRH)                      | United States | SN# 60/457,214                      | 03/25/03    |
| 0037 | Plasmid Mediated GHRH Supplementation for<br>Renal Failures  | United States | SN# 60/464,266                      | 04/21/03    |
| 0038 | Canine-Specific Growth Hormone Releasing<br>Hormone  | United States | SN# 60/492,427                      | 08/04/03    |

### Patent Licenses

License Agreement dated June 26, 2000 with Baylor College of Medicine and Valentis Inc.

License Agreement, as amended, dated May 28, 2002 with Baylor College of Medicine

Schedule I - 7

1451056\_1.DOC

5:19 FAX VE LLP 2020

### SCHEDULE II TO SECURITY AGREEMENT

### **Trademarks and Trademark Licenses**

- 1. Trademark—"ADViSYS"
- 2. Trademark Licenses--None

**RECORDED: 01/14/2004** 

5\_1.DOC Schedule II Security Agreement