

04-28-2005

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

4/22/5



HEET

102990577

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

LARGE SCALE BIOLOGY CORPORATION

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

Name: KEVIN J. RYAN

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

Street Address: 16036 GREENWOOD ROAD

City: MONTE SERENO

State: CALIFORNIA

Country: U.S.A. Zip: 95030

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) APRIL 15, 2005

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10915092

10994025

10984409

10850759

09585475

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: GERALD B. SWEENEY, ESQ.

Internal Address: SWEENEY LEV LLC

Street Address: 460 BLOOMFIELD AVE, SUITE 200

City: MONTCLAIR

State: NEW JERSEY Zip: 07042

Phone Number: 973-509-1800

Fax Number: 973-509-1074

Email Address: gsweeney@sweenylev.com

**6. Total number of applications and patents involved: 11**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$440.00**

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

APRIL 21, 2005

Date

GERALD B. SWEENEY  
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

04/26/2005 GTON11 00000038 10915092  
01 FC:8021

440.00 DP

**PATENT**  
**REEL: 016498 FRAME: 0360**

**Conveying Party: Large Scale Biology Corporation**  
**Receiving Party: Kevin J. Ryan**

**Recordation Form Continuation Page**

4. Application of Patent numbers(s)

Patent Application No.(s)

10043377  
09753678  
11055329  
10235649  
10434556  
10295840

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT, dated as of April 15, 2005 (this "Agreement"), is made by and among Large Scale Biology Corporation (the "Grantor"), in favor of Kevin J. Ryan (the "Secured Party").

### **Recitals**

A. Pursuant to those certain Secured Promissory Note issued by the Grantor to Kevin J. Ryan, dated as of April 15, 2005 (the "Note"), the Secured Party has extended credit to the Grantor;

B. The extension of credit by the Secured Party under the Note is subject to the condition, among others, that the Grantor secure the outstanding balance and accrued and unpaid interest or repayment premiums under the Note (the "Secured Obligation") in the manner set forth herein; and

C. The Grantor has duly authorized the execution, delivery and performance of this Agreement.

### **Agreement**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligation in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), the Grantor hereby grants to and creates in favor of the Secured Party, for their benefit, a continuing first priority lien on and security interest in and to all of the following property, whether now existing or hereafter acquired by the Grantor (the "Patent Collateral"):

(a) all of its letters patent, applications for letters patent (including applications in preparation), and like protections throughout the world, including, without limitation:

(i) each patent and patent application referred to in Schedule I attached hereto, and (ii) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, "Patents"); and

(b) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Patent

[Patent Security Agreement]

C:\Documents and Settings\kelly.due\Local Settings\Temporary Internet Files\OLK1237\Patent Security Agreement.rev041505.doc

**PATENT**  
**REEL: 016498 FRAME: 0362**

Collateral with the United States Patent and Trademark Office, and in connection therewith, the Grantor hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for their benefit under the Security Agreement with Kevin J. Ryan, dated as of April 15, 2005 (the "Security Agreement"). The Security Agreement shall remain in full force and effect in accordance with their terms.

SECTION 3. Release of Liens. Upon repayment or forgiveness of the Secured Obligation, the security interests granted herein shall automatically terminate with respect to all Patent Collateral. Upon any such termination, the Secured Party will execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

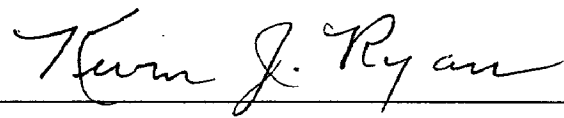
Large Scale Biology Corporation

By: 

Ronald J. Artale  
Senior Vice President, Chief Operating  
Officer and Chief Financial Officer

**SECURED PARTY:**

Kevin J. Ryan



# SCHEDULE I – PATENT COLLATERAL

<b>Borrower</b>	<b>Application No. or Patent No.</b>	<b>Country</b>	<b>Issue or Filing Date</b>	<b>Expiration Date</b>	<b>Title</b>	<b>Owner</b>
LSBC	10/915,092	US	8/9/2004		Identifying Physiological States	LSBC
LSBC	10/994,025	US	11/19/2004		Identifying Physiological States	LSBC
LSBC	10/984,409	US	11/8/2004		Method, Process and Apparatus for Identifying Biological States from Biological Data	LSBC
LSBC	10/850,759	US	5/21/2004		Method, Process and Apparatus for Identifying Physiological States	LSBC
LSBC	2001266650	Australia	6/1/2001		Protein Markers for Pharmaceuticals and Related Toxicity	LSBC
LSBC	2002-502156	Japan	6/1/2001		Protein Markers for Pharmaceuticals and Related Toxicity	LSBC
LSBC	09/585,475	US	6/2/2000		Protein Markers for Pharmaceuticals and Related Toxicity	LSBC
LSBC	10/043,377	US	1/11/2002		Recursive Categorical Sequence Assembly	LSBC
LSBC	09/753,678	US	1/4/2001		Reference Database	LSBC
LSBC	11/055,329	US	2/9/2005		Reference Database	LSBC
LSBC	10/295,840	US	11/18/2002		Reference Database	LSBC
LSBC	10/235,649	US	9/6/2002		Reference Database	LSBC
LSBC	10/434,556	US	5/9/2003		Satellite Image Enhancement and Feature Identification Using Information Theory Radial-Basis Bio-marker Filter	LSBC

22847/00600/SF/5141388.1

#1037641 v1

RECORDED: 04/22/2005

**PATENT**  
REEL: 016498 FRAME: 0364