

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Public Health Research Institute of the City of New York, Inc. | 02/12/2002 |
| RECEIVING PARTY DATA | |
| Name: | Paul Capital Royalty Acquisition Fund, L.P. |
| Street Address: | 50 California Street, Suite 3000 |
| Internal Address: | C/O Paul Capital Royalty Management, L.L.C. |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94111 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 10110907 |
| Application Number: | 10426556 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)816-4100 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
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| Email: | wfg@nixonvan.com |
| Correspondent Name: | Willem F. Gadiano |
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| Address Line 2: | 11th Floor |
| Address Line 4: | Arlington, VIRGINIA 22309 |
| ATTORNEY DOCKET NUMBER: | 4379-3 |
| NAME OF SUBMITTER: | Willem F. Gadiano |
| Total Attachments: 4 | |
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PATENT SECURITY AGREEMENT

WHEREAS, THE PUBLIC HEALTH RESEARCH INSTITUTE OF THE CITY OF NEW YORK, INC., a not for profit research corporation ("Grantor") owns the Patents and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Paul Capital Royalty Acquisition Fund, L.P., a Delaware limited partnership ("Grantee") are parties to an Agreement for Sale and Assignment of Revenue Interest dated as of February 12, 2002 (the "Assignment Agreement"), pursuant to which, among other things, Grantor sold, assigned, transferred and conveyed to Grantee, and Grantee purchased from Grantor, all of Grantor's rights and interests in and to the Assigned Interest (as defined in the Assignment Agreement);

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 12, 2002 (the "Security Agreement," all capitalized terms defined in the Assignment Agreement or the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Assignment Agreement or the Security Agreement), between Grantor and Grantee, Grantor has granted to Grantee a security interest as contemplated by the Security Agreement, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent applications and Patent Licenses, and all Proceeds thereof (to the extent granted therein), to secure the payment of all amounts owing by Grantor under the Assignment Agreement and the other Obligations;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application included in the Owned Intellectual Property, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
- (2) proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent application referred to in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. The parties hereby acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 12th day of February, 2002.

THE PUBLIC HEALTH RESEARCH INSTITUTE
OF THE CITY OF NEW YORK, INC.

By: 

Name: Lewis M. Weinstein

Title: President

Agreed and Accepted as of the
12th day of February, 2002

PAUL CAPITAL ROYALTY ACQUISITION FUND, L.P.

By: Paul Capital Management, LLC,
its General Partner

By: 

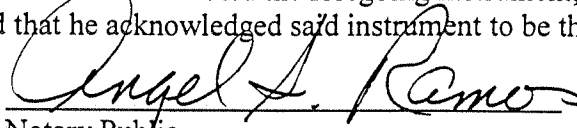
Name: Walter Flamenbaum, M.D.

Title: Managing Member

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 12th day of February, 2002 before me personally appeared Lewis M. Weinstein to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of The Public Health Research Institute of The City of New York, Inc. who being by me duly sworn, did depose and say that he is the President of The Public Health Research Institute of The City of New York, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of corporation.


Notary Public

(Seal)

My commission expires:

May 7, 2003

ANGEL S. RAMOS
Notary Public, State of New York
No. 01RA6058405
Qualified in Queens County
Commission Expires May 07, 2003

Update of Schedule 1 to
Patent Security Agreement

U.S. PATENT APPLICATIONS

10/110,907 Filed: July 24, 2002 (Assignment Recorded 3/1/02, at reel/frame: 012666/0707, for
priority Provisional Application No. 60/161,096)

10/426,556 Filed: April 30, 2003 (Assignment Recorded 4/30/03, at reel/frame: 014031/0401)

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RECORDED: 02/17/2006

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