

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)
 LINGUAGEN CORP.
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: NJTC VENTURE FUND SBIC, L.P.
 Internal Address: _____

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) May 26, 2006
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 1001 Briggs Road, Suite 280
 City: Mt. Laurel
 State: New Jersey
 Country: U.S.A. Zip: 08054
 Additional name(s) & address(es) attached? Yes No

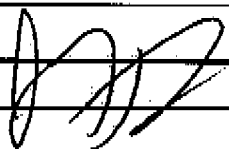
4. Application or patent number(s):
 A. Patent Application No.(s)
 PCT/US03/06485
 60/362,739
 PCT/US02/16502
 PCT/US93/03279
 08/045,801

This document is being filed together with a new application.
 B. Patent No.(s)
 6,942,874
 5,688,682
 5,817,759
 6,008,000
 6,540,978
 Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Docket Administrator (15292-4)
 Internal Address: Lowenstein Sandler P.C.
 Street Address: 65 Livingston Avenue
 City: Roseland
 State: New Jersey Zip: 07068
 Phone Number: 973.597.2500
 Fax Number: 973.597.2400
 Email Address: _____

6. Total number of applications and patents involved: 39
7. Total fee (37 CFR 1.21(h) & 3.41) \$1560.00
 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 501358
 Authorized User Name James F. Dobrow

9. Signature:  _____ June 15, 2006
 Signature Date
 James F. Dobrow, Reg. No. 46,666
 Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$1560.00 501358 60362739

CONTINUATION OF BOX 4

Application or patent number(s):**A. Patent Application No.(s)**

09/421,796
09/789,996
PCT/US03/27111
60/406,716
60/732,636
11/155,745
11/275,059
11/155,738
60/732,634
60/796,235
10/949,751
60/507,204
60/558,741
60/563,838
PCT/US02/12656
10/475,620
60/285,209
10/892,632
09/443,958
10/161,941
PCT/US99/30610
60/113,562
PCT/US01/12608
09/834,792
11/405,097
60/197,491
PCT/US01/28663
60/232,552
10/380,393

B. Patent No.(s)

Additional numbers attached? Yes No

COMMENTS:

PAGES OF THE ATTACHED SCHEDULE HAS BEEN REDACTED TO REMOVE UNRELATED INFORMATION

**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (together with all amendments, restatements, supplements and modifications, if any, from time to time hereto, this "Agreement"), dated as of May 26, 2006 is made by **LINGUAGEN CORP.**, a Delaware corporation, ("Grantor"), in favor of **NJTC VENTURE FUND SBIC, L.P.**, a New Jersey limited liability partnership, individually and in its capacity as collateral agent ("Agent") for the Investors (the "Investors") party to the Purchase Agreement (as defined below).

INTRODUCTION

Pursuant to that certain Securities Purchase Agreement dated as of the date hereof by and among Grantor, Agent and the other investors parties thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), the Investors have, subject to certain terms and conditions, agreed to make certain loans (the "Loans") to Grantor as evidenced by those certain 5% Convertible Secured Promissory Notes of the Company. To induce Agent and Investors to enter into the Purchase Agreement and other Transaction Documents (as defined in the Purchase Agreement) and to induce Investors to make the Loans as provided for in the Purchase Agreement, Grantor has agreed to grant a continuing security interest in the Collateral to secure the Obligations pursuant to the terms of the Security Agreement of this date between Grantor and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and certain other Transaction Documents, including, without limitation, this Agreement. The parties now desire to grant to Agent, for itself and the benefit of Investors, a continuing security interest in the Intellectual Property Collateral (as defined below) owned by Grantor to secure the Obligations. This Introduction shall be construed as part of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for the benefit of Agent and Investors, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all registrations for any of the foregoing, and all reissues, continuations or extensions of the foregoing, together with all rights to register and record all of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person (as defined in the Security Agreement) from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark, or (D) injury to the goodwill associated with any Trademark, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Investors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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.

4. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Security Agreement, Grantor hereby covenants and agrees that the Agent, as the holder of a security interest under the UCC, may take such action permitted under the Security Agreement or permitted by law, in its absolute discretion, to foreclose upon the Intellectual Property Collateral covered hereby.

5. Acknowledgment. Grantor expressly acknowledges that this Agreement shall be recorded with the United States Patent and Trademark Office.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first written above.

Grantor

LINGUAGEN CORP., a Delaware corporation

By: J. Raymond Schmitt
Name: J. Raymond Schmitt
Title: Chief Executive Officer

NJTC VENTURE FUND SBIC, L.P., a New Jersey limited liability partnership, as Agent

By: _____
Name: _____
Duly Authorized Signatory

[SIGNATURE PAGE TO THE PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

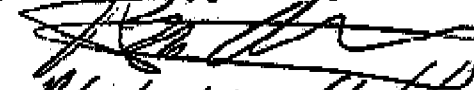
IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first written above.

Grantor

LINGUAGEN CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

NJTC VENTURE FUND SBIC, L.P., a New Jersey limited liability partnership, as Agent

By: 
Name: _____
Duly Authorized Signatory

[SIGNATURE PAGE TO THE PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

SCHEDULE I

to

**PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT****PART A****PATENTS**

Lingnagen Docket No.	Title	Date Filed	Date Issued	Application No./Publication No.	Patent No.
				PCT/US03/06485 WO 03/075661	
				60/362,739	
				PCT/US02/16502/ WO/02/096464 A1	
				09/865,346	6,942,874

				PCT/US93/03279/ WO 93/21337	
				07/868,353	5,688,662
				08/045,801	
				08/407,804	5,817,759
				09/124,807	6,008,000
				09/421,796	
				09/789,996	
				PCT/US03/27111	
				60/406,716	
				60/732,636	
				11/155,745	
				11/275,059	

				11/155,738	
				60/732,634	
				60/796,235	
				10/949,751	
				60/507,204	
				60/558,741	
				60/563,838	

				PCT/US02/12656/ WO/02/086079 A2	
				10/475,620	
				60/285,209	
				10/892,632	
				09/443,958	
				10/161,941	
				PCT/US99/30610/ WO/00/38536	
				09/470,467	6,540,978
				60/113,562	
				PCT/US01/12608/ WO/01/79448 A2	

				09/834,792	
				11/405,097	
				60/197,491	
				PCT/US01/28663/ WO/02/22649 A3	
				60/232,552	
				10/380,393	