

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center; padding: 2px;">Name</td> <td style="width: 30%; text-align: center; padding: 2px;">Execution Date</td> </tr> <tr> <td style="padding: 2px;">Cylex Inc.</td> <td style="padding: 2px;">06/28/2006</td> </tr> </table>	Name	Execution Date	Cylex Inc.	06/28/2006													
Name	Execution Date																
Cylex Inc.	06/28/2006																
RECEIVING PARTY DATA																	
Name:	Early Stage Enterprises, L.P.																
Street Address:	c/o Battelle Ventures, 103 Carnegie Center, Suite 100																
City:	Princeton																
State/Country:	NEW JERSEY																
Postal Code:	08540																
PROPERTY NUMBERS Total: 7																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center; padding: 2px;">Property Type</th> <th style="text-align: center; padding: 2px;">Number</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10661782</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10123163</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10411353</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">60708785</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">60708777</td> </tr> <tr> <td style="padding: 2px;">Patent Number:</td> <td style="padding: 2px;">6630316</td> </tr> <tr> <td style="padding: 2px;">Patent Number:</td> <td style="padding: 2px;">5773232</td> </tr> </tbody> </table>	Property Type	Number	Application Number:	10661782	Application Number:	10123163	Application Number:	10411353	Application Number:	60708785	Application Number:	60708777	Patent Number:	6630316	Patent Number:	5773232	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> CH \$280.00 10661782 </div>
Property Type	Number																
Application Number:	10661782																
Application Number:	10123163																
Application Number:	10411353																
Application Number:	60708785																
Application Number:	60708777																
Patent Number:	6630316																
Patent Number:	5773232																
CORRESPONDENCE DATA																	
Fax Number:	(973)297-3764																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	(973) 622-4444 x2646																
Email:	jkim@mccarter.com																
Correspondent Name:	John K. Kim c/o McCarter & English, LLP																
Address Line 1:	100 Mulberry Street																
Address Line 2:	4 Gateway Center																
Address Line 4:	Newark, NEW JERSEY 07102																

500139044

PATENT
REEL: 018109 FRAME: 0468

ATTORNEY DOCKET NUMBER:

36448-00011

NAME OF SUBMITTER:

John K. Kim

Total Attachments: 11

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

source=Security Agreement#page8.tif

source=Security Agreement#page9.tif

source=Security Agreement#page10.tif

source=Security Agreement#page11.tif

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (the "*IP Security Agreement*") is entered into as of June 28, 2006 by and between:

Early Stage Enterprises, L.P., having its principal place of business at: c/o Battelle Ventures, 103 Carnegie Center, Suite 100, Princeton, NJ 08540, individually and in its capacity as agent for the Lenders ("*Agent*"); and

Cylex Inc., a Delaware corporation having its principal place of business at 8980 Old Annapolis Road, Columbia, MD 21045 ("*Company*" or "*Grantor*").

RECITALS

A. Pursuant to that certain Amended and Restated Convertible Secured Promissory Note Purchase Agreement of even date herewith among Grantor, Agent and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), the Lenders have made or have agreed to make certain advances of money and other financial accommodations to Grantors in the amounts and manner set forth in the Purchase Agreement.

B. In order to induce the Lenders to enter into the Purchase Agreement and to consummate the transactions thereunder, the Grantor has agreed to grant to Agent, individually and in its capacity as agent for the Lenders, a first priority security interest in certain trademarks and patents identified in Exhibit A attached hereto (the "*Intellectual Property*") together with all proceeds of the Intellectual Property (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, all goodwill of the business connected with the use of and symbolized by each trademark that is part of the Intellectual Property and all reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part thereof (such Intellectual Property and proceeds, collectively, the "*Collateral*").

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

D. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Agent, for itself and for the benefit of all the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement and the Notes issued thereunder, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Purchase Agreement and the Notes issued thereunder, and without limiting any lien or security interest previously or contemporaneously granted to the Agent by the Grantor pursuant to the Purchase Agreement, Grantor grants and pledges to Agent, for itself and for the benefit of all the Lenders, a first priority security interest in all of Grantor's right, title and interest in, to the Collateral.

2. In addition to all other rights and remedies, upon the occurrence and continuation of an Event of Default (subject, however, to any applicable cure periods), the Agent shall have the following rights and remedies with respect to the Collateral, each of which may be exercised without notice to, or consent by, the Grantor except as expressly provided for herein:

a. The Agent may require that the Grantor immediately discontinue any existing use of the Collateral and that Grantor not make any further use of the Collateral for any purpose whatsoever;

b. Grantor agrees that the Agent, and any designee of the Agent, each shall have, and each is hereby granted, an irrevocable, royalty-free, perpetual, and worldwide license to reproduce, distribute, publicly perform, publicly display, create derivative works of, make, have made, sell, offer to sell, import or otherwise use (including the right to sublicense) Grantor's Collateral (and including Grantor's rights to any Collateral to the extent that the license granted in this Section would not violate the rights granted to Grantor), including, as to any trademark, the goodwill of Grantor's business in which the trademark is used, or that part of the goodwill of Grantor's business connected with the use of and symbolized by the trademark, in and in connection with (i) collecting Collateral, (ii) manufacturing, completing, and repairing Collateral, (iii) marketing, selling, leasing, licensing, or disposing of Collateral, and (iv) exercising Agent's rights and remedies under this Agreement (or otherwise) relating to Collateral. Grantor shall indemnify and hold harmless Agent, and its designees, shareholders, directors, officers, employees, agents, attorneys, accountants, and other advisors, from and against (i) any and all claims (including claims for royalties and/or money damages and/or claims for injunctive relief), liabilities, damages, royalties, and penalties of any Person arising from or relating to the license granted to Agent in this Section (or arising from or relating to Agent's use of the license granted in this Section), and (ii) Agent's costs and expenses (including attorney's fees) incurred by Agent to defend against any such claims, liabilities, damages, royalties, and penalties.

3. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Purchase Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this IP Security

Agreement, the Purchase Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. The Grantor will, at the request of the Agent, make, execute, endorse, acknowledge, file and/or deliver to the Agent all documents or instruments and take such further steps necessary to perfect the Agent's first priority security interest in the Collateral.

5. This IP Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

6. Whenever possible, each provision of this IP Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this IP 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 IP Security Agreement. This IP Security Agreement is to be read, construed and applied together with the Purchase Agreement, which, taken together, set forth the complete understanding and agreement of Agent, Holders and Grantor with respect to the matters referred to herein and therein.

7. This IP Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of any Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Holders, hereunder, inure to the benefit of Agent and Holders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Holders, hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this IP Security Agreement.

8. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its law on conflict of laws.

9. This IP Security Agreement shall terminate on the Termination Date.

{signature pages follow}

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

CYLEX INC.

By: 

Name:

Title:

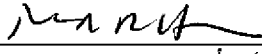
JUDITH A. BRATZ
CEO

AGENT:

Early Stage Enterprises, L.P.

As Agent

By: ESE Partners, L.L.C, its General Partner

By: 

Name: *Ronald R. Hahn*

Title: *Chairman + President*

EXHIBIT A -- Intellectual Property

1. United States Patent Number 5,773,232 for Methods For Measurement of Lymphocyte Function filed September 12, 1997.
2. United States Patent Number 6,630,316 for Method for Measurement of Lymphocyte Function filed April 14, 1998.
3. Australian Patent Number 724703 for Methods For Measurement of Lymphocyte Function filed March 24, 1997.
4. United States Patent Application Number 10/661,782 for Methods for Measurement of Lymphocyte Function (continuation) filed September 15, 2003.
5. Canadian Patent Application Number 2,248,792 for Methods For Measurement of Lymphocyte Function filed March 24, 1997.
6. European Patent Number 1019546 for Methods For Measurement of Lymphocyte Function filed March 24, 1997.
7. Japanese Patent Application Number 09-534537 for Methods For Measurement of Lymphocyte Function filed March 24, 1997.
8. United States Patent Application Number 10/123,163 for Methods for Measuring Lymphocyte Activation by Mitogens and Antigens filed April 17, 2002.
9. United States Patent Application Number 10/411,353 for Method for Monitoring the Immune Response and Predicting Clinical Outcomes in Transplant Recipients filed April 12, 2003.
10. European Patent Application Number 03746717.2 for Method for Monitoring the Immune Response and Predicting Clinical Outcomes in Transplant Recipients filed April 11, 2003.
11. International Patent Application Number PCT/US03/11117 for Method for Monitoring the Immune Response and Predicting Clinical Outcomes in Transplant Recipients filed April 11, 2003.
12. United States Provisional Patent Application Number 60/708,785 for Rapid Functional Assays for T Cell Help (CD4) and Cytotoxic T Lymphocyte (CTL) (CD8) Activity re-filed September 20, 2004.
13. United States Provisional Patent Application Number 60/708,777 for Measurement of Intracellular ATP by Flow Cytometry or Microscopy re-filed October 7, 2004.
14. United States Trademark Number 2,666,013 for CYLEX INCORPORATED filed October 17, 2001.
15. United States Trademark Number 2,697,536 for CYLEX INCORPORATED (stylized) filed March 12, 2002.
16. United States Trademark Number 2,730,866 for IN VITRO CMI filed August 28, 2000.
17. Japanese Trademark Registration Number 4504803 for IN VITRO CMI filed February 1, 2001. Expires September 7, 2011.
18. United States Trademark Application Number 76/431,357 for IMMUNOPHENOTYPE filed July 15, 2002.
19. United States Trademark Registration Number 3104326 for IMMUKNOW (Class 5) filed January 9, 2003.
20. European Trademark Registration Number 004262259 for IMMUKNOW filed January 28, 2005.
21. United States Trademark Registration Number 3,074,834 for T-CELL MEMORY filed October 27, 2004.
22. Chinese Trademark Registration Number 3487054 for IMMUKNOW filed March 14, 2003
23. United States Trademark Registration Number 3094526 for PERSONAL IMMUNE PROFILE filed March 3, 2005.
24. United States Trademark Application Number 78,579,689 FOR IMMUNE FITNESS filed March 3, 2005.
25. United States Trademark Application Number 78/826,282 for IMMUKNOW (Class 16) filed March 1, 2006.
26. Japanese Trademark Application Number 2005-020629 for IMMUKNOW filed March 10, 2005.

27. Taiwanese Trademark Application Number 095019131 for IMMUKNOW filed April 17, 2006.
28. United States Trademark Application Number 78/634,652 for IMMUTRAX filed May 23, 2005.

EXHIBIT C

Agent Terms and Conditions

(a) Appointment. Each Lender hereby designates and appoints Early Stage Enterprises, L.P. as the administrative and collateral agent under the Loan Documents, and each Lender hereby irrevocably authorizes Early Stage Enterprises, L.P., as the administrative and collateral agent for such Lender, to take such action or to refrain from taking such action on its behalf under the provisions of the Loan Documents and to exercise such powers and perform such duties as are delegated to the Agent by the terms of the Loan Documents, together with such other powers as are reasonably incidental thereto. The Agent agrees to act as such on the conditions contained in this Exhibit C.

(b) Nature of Duties. In performing its functions and duties under this Agreement, the Agent is acting solely on behalf of the Lenders and its duties are administrative in nature and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for the Lenders, other than as expressly set forth herein and in the Loan Documents. The Agent shall have no duties, obligations or responsibilities except those expressly set forth in the Loan Documents. The Agent shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender. If the Agent seeks the consent or approval of any Lenders to the taking or refraining from taking any action hereunder, then the Agent shall send prior written notice thereof to each Lender. Agent shall promptly notify all Lenders of all notices received or required to be given under the Loan Documents, and of all acts or omissions of the Borrower or any Lender that constitute, or are reasonably likely to constitute a breach of any one or more of the Loan Documents. Except as otherwise expressly permitted under any Loan Document, Agent may only take action or elect not to take action under or with respect to the Loan Documents upon instructions from the Majority in Interest with respect to such action or election not to act, as the case may be. The Agent shall promptly notify (in writing) each Lender any time that the Majority in Interest have instructed the Agent to act or refrain from acting pursuant hereto.

(c) Rights, Exculpation, Etc. Neither the Agent nor any of its officers, directors, managers, members, equity owners, employees or agents shall be liable to any Lender for any action lawfully taken or omitted by them hereunder or under any of the Loan Documents, or in connection herewith or therewith. Notwithstanding the foregoing, the Agent shall be obligated on the terms set forth herein for performance of its express duties and obligations hereunder, and the Agent shall be liable with respect to its own gross negligence or willful misconduct. In performing its functions and duties hereunder, the Agent shall exercise the same care which it would in dealing with loans for its own account. The Agent may at any time request instructions from the Lenders with respect to any actions or approvals which by the terms of the Loan Documents the Agent is permitted or required to take or to grant, and the Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Person for refraining from taking any action or withholding any approval under any of the Loan Documents until it shall have received such instructions from the Majority in Interest.

(d) Reliance. The Agent shall be entitled to rely upon any written notices, statements, certificates, orders or other documents or any telephone message or other communication (including any writing, telex, telecopy or telegram) believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person, and with respect to all matters pertaining to the Loan Documents and its duties hereunder or thereunder, upon advice of legal counsel, independent accountants, and other experts selected by the Agent in its sole discretion.

(e) Indemnification. Each Lender, severally and not jointly, agrees to reimburse and indemnify the Agent, and each of its officers, directors, managers, members, equity owners, employees and agents, ratably according to the principal portion of the Notes held by such Lender in relation to the principal portion of all the outstanding Notes, as in effect on the date on which indemnification is sought under this subsection, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent or any of its officers, directors, managers, members, equity owners, employees or agents in any way relating to or arising out of any Loan Documents or any action taken or omitted by the Agent under any Loan Documents, in each case, solely with respect to its role as Agent under the Loan Documents; provided, however, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, advances or disbursements to the extent resulting from the Agent's gross negligence or willful misconduct.

(f) Successor Agents.

(i) Resignation. The Agent may, and upon written direction from the Majority in Interest shall, resign from the performance of all of its functions and duties hereunder at any time by giving at least thirty (30) days' prior written notice to the Borrower and the Lenders. Such resignation shall take effect upon the acceptance by a successor Agent appointed pursuant to clause (ii) below or as otherwise provided below.

(ii) Appointment of Successor. Upon any such notice of resignation pursuant to paragraph (f)(i) above, the Majority in Interest shall appoint a successor Agent. If a successor Agent shall not have been so appointed within said thirty (30) day period, the retiring Agent, upon notice to Borrower, may, on behalf of the Lenders, then appoint a successor Agent who shall serve as the Agent until such time as the Majority in Interest appoint a successor Agent as provided above. If no successor Agent has been appointed pursuant to the foregoing within said thirty (30) day period, the resignation shall become effective and the Lenders shall thereafter perform all the duties of the Agent hereunder, until such time, if any, as the Majority in Interest appoint a successor Agent as provided above.

(iii) Successor Agent. Upon the acceptance of any appointment as the Agent under the Loan Documents by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and, upon the earlier of such acceptance or the effective date of the retiring Agent's resignation, the retiring Agent shall be discharged from its duties and obligations under the Loan Documents, except that any indemnity rights or other rights in favor of such retiring Agent shall continue. After any retiring Agent's resignation as the Agent under the Loan Documents, the provisions of this Exhibit C shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Agent under the Loan Documents.

(g) Exercise of Remedies. Each Lender agrees, for the benefit of each other Lender, the Agent and the Borrower, that it will not have any right individually to enforce or seek to enforce any Loan Document, it being understood and agreed that such rights and remedies may be exercised only by the Agent at the direction of the Majority in Interest.

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

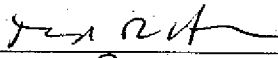
INITIAL LENDERS:

Cahn Medical Technologies, LLC

By: _____
Name: _____
Title: _____

Early Stage Enterprises, L.P.

By: ESE Partners, L.L.C., its general partner

By: 
Name: Ronald R. Hahn
Title: Chairman + Pres L.P.

NJTC Venture Fund SBIC, L.P.

By: _____, its general partner

By: _____
Name: _____
Title: _____

Adelson Partners

By: _____
Name: _____
Title: _____

Foxwood Investment C, LLC

By: _____
David M. Astrove, Manager

EXECUTION COPY


IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written

AGENT:

Early Stage Enterprises, L.P., as Agent

By: ESE Partners, L.L.C., its general partner

By:


Name: Ronald R. Hahn
Title: Chairman & President