

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Scientific Protein Laboratories, LLC, a Delaware limited liability company	08/10/2006
RECEIVING PARTY DATA	
Name:	American Capital Financial Services, Inc., a Delaware corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5336620
Patent Number:	5399318
Patent Number:	5580789
Patent Number:	6340675
CORRESPONDENCE DATA	
Fax Number:	(214)758-1550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2147581500
Email:	estafford@pattonboggs.com
Correspondent Name:	Darren W. Collins
Address Line 1:	2001 Ross Avenue; Suite 3000
Address Line 2:	Patton Boggs LLP
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	011107.0241
NAME OF SUBMITTER:	Darren W. Collins

OP \$160.00 5336620

PATENT

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Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of August 10, 2006, by SCIENTIFIC PROTEIN LABORATORIES LLC, a Delaware limited liability company ("Grantor") in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as agent for the Purchasers (as defined in the Purchase Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among the Grantor, Agent and Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make Loans to the Borrowers (collectively, the "Loans");

WHEREAS, the Grantor will derive substantial direct and indirect benefit from the Loans and other financial accommodations provided by the Lenders under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to the Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantor's Obligations under the Credit Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States

intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(e) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's obligations under the Credit Agreement (the "Obligations") (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every quarter, a schedule of newly registered Patents and Trademarks (if any).

7. Miscellaneous.


(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Transaction Documents, the provisions of the Credit Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

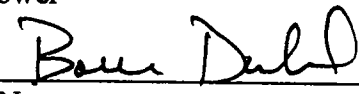
[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

SCIENTIFIC PROTEIN LABORATORIES LLC,
as a Borrower

By: 
Name: Bowen Diehl
Title: Vice President

SPL SCIENTIFIC CORP.,
as a Borrower

By: 
Name: Bowen Diehl
Title: President

AGENT:

**AMERICAN CAPITAL FINANCIAL SERVICES,
INC.**

By:



Name:

Bowen Diehl

Title:

Vice President

S-2

SPL: Security Agreement: SR

011107.0241:382015

**PATENT
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ACKNOWLEDGMENT

STATE OF TEXAS

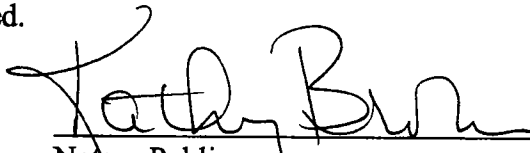
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COUNTY OF DALLAS :

Before me, the undersigned, a Notary Public, on this ____ day of _____, 2006, personally appeared Bowen Diehl to me known personally, who, being by me duly sworn, did say that he is the Vice President of SCIENTIFIC PROTEIN LABORATORIES LLC, as Grantor and/or as the ultimate general partner or manager of the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said Bowen Diehl acknowledged said instrument to be his free act and deed.





Notary Public
My Commission Expires: _____

SCHEDULE A

PATENT COLLATERAL

Registered Patents

<u>U.S. Patent #</u>	<u>Title</u>	<u>Date Issued</u>	<u>Date of Expiration</u>
5336620	Process For The Production Of An Anticoagulant Composition	August 9, 1994	July 22, 2013
5399318	Blood Sampling Apparatus Containing An Anticoagulant Composition	March 21, 1995	May 02, 2014
5580789	Method For Collecting Blood	December 3, 1996	June 7, 2015
6340675	Process For The Production Of An Anticoagulant Composition	January 22, 2002	September 11, 2016

<u>Foreign Patent #</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Issue Date</u>
681590	Austria	March 15, 1999	
681590	Denmark	January 25, 1994	September 27, 1999
681590	European Patent	January 25, 1994	November 15, 1995
681590	Switzerland	January 25, 1994	March 15, 1999
681590	Spain	January 25, 1994	August 1, 1999
681590	Ireland	January 25, 1994	April 21, 1999
681590	Portugal	January 25, 1994	August 31, 1999
681590	United Kingdom	January 25, 1994	January 1, 2002
2154788	Canada	January 25, 1994	August 1, 2004
3030186	Greece	May 11, 1999	August 31, 1999
108429	Israel		
118881	Israel	July 17, 1996	October 31, 1999
12498	Latvia	February 23, 2000	June 20, 2000
2148376	Russian Federation	January 25, 1994	May 10, 2000

PCT/US94/00914	Patent Cooperation Treaty	January 25, 1994	
69417017	Germany	January 25, 1994	April 15, 1999
679498	Australia	January 25, 1994	
EP0681590	Belgium	January 25, 1994	
EP0681590	France	January 25, 1994	
EP0681590	Luxemburg	January 25, 1994	
EP0681590	Sweden	January 25, 1994	
EP0681590	Italy	January 25, 1994	
3278661	Japan	January 25, 1994	April 30, 2002
95/703082	Korea	January 25, 1994	
940692	Mexico	January 25, 1994	

SCHEDULE A (continued)

Pending Patent Applications

None.

SCHEDULE B

TRADEMARK COLLATERAL

Registered Trademarks

<u>Number</u>	<u>Description</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Int'l Class No. 029	Animal-derived products	May 25, 1983	Wisconsin

Pending Trademark Applications

None.

Trademark Licenses

None.

SCHEDULE C

DOMAIN NAMES

Domain Name	Expiration Date
HEPARIN-SPL.COM	March 13, 2007
PANC.COM	March 13, 2007
SCIENTIFICPROTEINLAB.BIZ	March 26, 2007
SCIPROLABS.BIZ	March 26, 2007
SCIPROLABS.COM	March 13, 2007
SCIPROLABS.INFO	September 12, 2007
SPL-PHARMA.COM	March 13, 2007
SPL-PHARMA.INFO	September 12, 2007
SPLCAREERS.COM	August 15, 2006
PANCREATIN.COM	March 13, 2007
SCIENTIFICPROTEINLAB.COM	March 13, 2007
SPLJOBS.COM	August 15, 2006
SPLPHARMA.COM	January 22, 2007
SPLPHARMA.BIZ	November 18, 2008
HEPARIN-SPL.US	
PANC.US	
PANCREATIN.US	
SCIENTIFICPROTEINLAB.INFO	
SCIENTIFICPROTEINLAB.US	
SCIPROLABS.US	

SPL-PHARMA.US	
SPLPHARMA.US	
SPL-PHARMA.BIZ	