

06-18-2007



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FINANCE SECTION

To the Director of the U.S. Patent and Trademark Office, please record the enclosed documents or the new address(es) below.

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

EGENIX, INC.  
69 North Tower Hill Road  
PO Box L  
Millbrook, NY 12545

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

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

Execution Date(s) May 25, 2007

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Donald C. Fresne

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

Street Address: 69 North Tower Hill Road

PO Box L

City: Millbrook

State: New York

Country: US Zip: 12545

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)

09/250,706  
09/624,675

B. Patent No.(s)

5,545,532  
5,693,763  
5,808,005

Additional numbers attached? ☐ Yes ☒ No

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

Name: William J. Gross, Esq.

Internal Address: Tripp Scott, P.A.

Street Address: 110 SE 6th Street, 15th Floor

City: Fort Lauderdale

State: Florida Zip: 33301

Phone Number: 954-525-7500

Fax Number: 954-761-8475

Email Address: wjg@trippscott.com

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

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 200.00

- ☐ 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

Date

William J. Gross, Esq., authorized signatory

Name of Person Signing

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

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

00000110 09250706 200.00 00  
06/15/2007 11:00 AM  
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**ATTACHMENT TO  
RECORDATION FORM COVER SHEET  
(PATENTS ONLY)**

Conveying Party:

EGENIX, INC.  
69 North Tower Hill Road  
PO Box L  
Millbrook, NY 12545

Additional names and addresses of receiving parties:

David C. Clapp  
17985 SE Village Circle  
Tequesta, FL 33469

Lionel Goldfrank III  
667 Madison Avenue  
19th Floor  
New York, New York 10021

W. James Tozer Jr.  
c/o Vectra Management Group  
424 West 33rd Street  
Suite 540  
New York, New York 10001

Leo Long  
4600 West 107th Street  
Lenexa, Kansas 66215

Victor Keen  
c/o Duane Morris LLP  
30 South 17th Street  
Philadelphia, PA 19103-4196

## PATENT SECURITY AGREEMENT

For and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, EGENIX, INC., a Delaware corporation ("Debtor") hereby grants to Donald C. Fresne, W. James Tozer, Jr., Lionel Goldfrank III, David C. Clapp, Leo W. Long and Victor Keen (collectively, the "Secured Parties"), a continuing security interest in all of the Debtor's right, title and interest in and to the following personal property of Debtor whether now owned or existing or hereafter acquired or arising (the "Collateral"):

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule "A"), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(b) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(c) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

This security agreement is subject to the terms and conditions of those certain separate Security Agreements between Debtor and each of the Secured Parties, and that certain Intercreditor Agreement dated May 25, 2007 among the Secured Parties, which Security Agreements and Intercreditor Agreements are hereby incorporated herein and by this reference made a part hereof.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of 25<sup>th</sup> day of May, 2007.

Address for Notices:

69 North Tower Hill Road  
P.O. Box L  
Millbrook, NY 12545

Attn: Donald C. Fresne

DEBTOR:

EGENIX, INC.

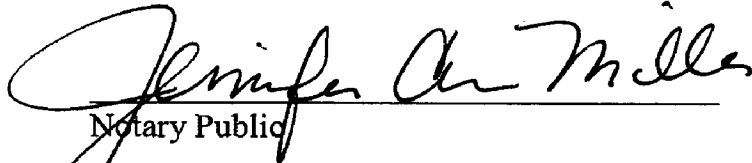
By: 

Name: Donald C. Fresne

Title: Chief Executive Officer

STATE OF New York )  
COUNTY OF Dutchess )

The foregoing instrument was acknowledged before me on May 30, 2007 by Donald C. Fresne, on behalf of Egenix, Inc., a Delaware corporation, who is personally known to me or who has produced driver's license as identification and who did/did not take an oath.

  
Notary Public

Print Name

JENNIFER ANN MILLER  
Notary Public - State of New York

No. 4661625

Qualified in Dutchess County  
My Commission Expires 05-31-07

My Commission Expires: \_\_\_\_\_

**SCHEDULE "A"**  
**PATENTS AND PATENT APPLICATIONS**

The following table lists the patents granted and patent applications filed by Debtor:

<b><u>U.S. Patent/Pending Applications</u></b>	<b><u>Expire</u></b>	<b><u>Owner/ Licensee/ Applicant</u></b>	<b><u>Claims</u></b>
U.S. 4,837,171	July 2, 2007	Epigen	(1) Hybridomas which produce mAbs against Epiglycanin. (2) mAbs reactive with Epiglycanin. (3) Hybridoma producing mAbs recognizing an Epiglycanin lycopeptides.
U.S. 5,545,532	Aug. 13, 2013	Epigen	(1) Assay to detect presence of HCA. (2) Immunoassay kit comprising HCA-binding Ab and means for detecting binding of Ab to HCA in sample.
U.S. 5,693,763 (Divisional of '532 patent)	Dec. 2, 2014	Epigen	(1) mAb specific for HCA and less reactive with Epiglycanin (2) Idiotypic Ab that binds to HCA-binding Ab
U.S. 5,808,005	June 16, 2013	Epigen	(1) HCA for diagnosis of carcinoma
Application 09/624,675		Epigen	(1) Novel antibodies to HCA (Inventor: Cohava Gelber)
Application 09/250,706		Epigen	(1) Idiotypic antibodies to carcinoma antigen (Inventor: Dr. Codington)