

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT				
CONVEYING PARTY DATA					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">Name</td> <td style="text-align: center; padding: 5px;">Execution Date</td> </tr> <tr> <td style="padding: 5px;">EraGen Biosciences, Inc.</td> <td style="padding: 5px;">07/05/2007</td> </tr> </table>	Name	Execution Date	EraGen Biosciences, Inc.	07/05/2007	
Name	Execution Date				
EraGen Biosciences, Inc.	07/05/2007				
RECEIVING PARTY DATA					
Name:	Silicon Valley Bank				
Street Address:	230 West Monroe				
Internal Address:	Suite 720				
City:	Chicago				
State/Country:	ILLINOIS				
Postal Code:	60606				
PROPERTY NUMBERS Total: 16					
Property Type	Number				
PCT Number:	US0025247				
PCT Number:	US0116359				
Application Number:	11486841				
Application Number:	11546631				
PCT Number:	US0131993				
Application Number:	11284307				
Application Number:	11490319				
PCT Number:	US0401397				
PCT Number:	US0410029				
PCT Number:	US0502950				
PCT Number:	US0609376				
PCT Number:	US0518680				
PCT Number:	US0621905				
PCT Number:	US0700738				

OP \$640.00 US0025247

**500321964**

**PATENT**  
**REEL: 019599 FRAME: 0148**



Application Number:	11733011
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Application Number:	60859185
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**CORRESPONDENCE DATA**

Fax Number: (312)849-8112

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3128498100

Email: densing@mcguirewoods.com

Correspondent Name: Donald A. Ensing, McGuireWoods LLP

Address Line 1: 77 W. Wacker Drive

Address Line 2: Suite 4100

Address Line 4: Chicago, ILLINOIS 60601-1815

NAME OF SUBMITTER:	Donald A. Ensing
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**Total Attachments: 13**

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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "**IP Agreement**") is made as of July 5, 2007 (the "**Effective Date**"), by and between **EraGen Biosciences, Inc.**, a Delaware corporation ("**Grantor**"), and Silicon Valley Bank, a California banking corporation ("**Bank**").

**RECITALS**

A. Grantor and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of August 14, 2006 (as heretofore or hereafter amended, restated, modified or supplemented, the "**Loan Agreement**"), pursuant to which the Grantor from time to time requests loans and advances ("**Advances**") from the Bank. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Grantor has previously executed and delivered to the Bank an Intellectual Property Security Agreement dated as of July 11, 2003 (the "**Existing IP Security Agreement**"), pursuant to which Grantor granted to the Bank, as security for advances from the Bank to the Grantor all of the Grantor's Intellectual Property Security Collateral.

C. As a condition precedent to the making of additional Advances, the Bank has required the Grantor to amend and restate the Existing IP Security Agreement as provided hereto.

**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 Grantor's Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants to Bank a security interest in all of Grantor's right, title and interest in and to the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");



(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All licenses or other rights of the Grantor to use the intellectual property owned by third parties; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Bank requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and Grantor authorizes Bank to do so based on Bank's request.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except as described elsewhere in this IP Agreement and except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;



(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.



5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest provided that Bank will copy Grantor on all correspondence relating thereto; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law provided that Bank will copy Grantor on all correspondence relating thereto.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.



9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be reasonably necessary or proper to reinvest in Grantor title to the property to the extent assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have delivered a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

**[SIGNATURE PAGE FOLLOWS]**



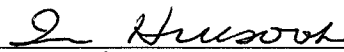
IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

918 Deming Way, Suite 201  
Madison, WI 53717

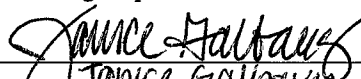
**GRANTOR:**

**EraGen Biosciences, Inc.**  
a Delaware corporation

By:   
Name: IRENE HRUSOVSKA  
Title: PRESIDENT + CEO

**BANK:**

**Silicon Valley Bank**  
a California banking corporation

By:   
Name: Janice Galbraith  
Title: Relationship Manager



**EXHIBIT A**  
**COPYRIGHTS**

Schedule A - Issued Copyrights

None.

Schedule B - Pending Copyright Applications

None.

Schedule C - Unregistered Copyrights

<u>Copyright Description</u>	<u>Date of Creation</u>	<u>First Date of Distribution</u>
Old EraGen Logo	04/01/1999	07/01/1999
New EraGen Logo	06/06/2003	08/10/2003
Master Catalog Design	09/01/1999	09/01/1999
Master Catalog Software	1999	1999
MultiCode Software	2004	05/05/2004



# EXHIBIT B

ERAGEN PATENTS							
PATENT DESCRIPTION	INTERNAL DOCKET #	COUNTRY	SERIAL NO.	FILING DATE	STATUS	PATENT NO. or PUB NO.	PATENT/PUBLICATION DATE
Graphical User Interface for Display and Analysis of Biological Sequence Data	ERA-PAT013	US,	PCT/US00/25247 US: 09/397,335	US09/14/1999 09/14/2000 09/14/2000 09/14/2000	US: ISSUED AU: ISSUED JP: PENDING	WO 01/20535 US: 6,941,317 AU: 781841	WO:03/22/2001 US: 09/06/2005 AU: 06/16/2005
Materials and Methods for Detection of Nucleic Acids	ERA-PAT014-US1	US, AU, CN, EPO, HK, JP	PCT/US01/16359 US:09/861,292 AU:71254/01 EP: 01950231.9 CN:01812665 JP:2001-586611 HK:04102465.8	05/18/2001	ALL PENDING	WO 01/90417 US2002/0150900 CN 1592792	11/29/2001 10/17/2002
Materials and Methods for Detection of Nucleic Acids	ERA-PAT014-US2	US	US: 11/486,841	07/14/2006	PENDING	US 2006/0252091	11/9/2006
Materials and Methods for Detection of Nucleic Acids	ERA-PAT014-US3	US	US: 11/546,631	10/12/2006	PENDING	US 2007/0031885	02/08/2007
Solid Support Assay Systems and Methods Utilizing Non-Standard Bases	ERA-PAT015-US1	US, AU, CA, CN, EPO, JP	PCT/US01/31993 US:09/977,615 AU:2002-213175 CA:2425747 CN:01820515.1 EP:01981538.0 JP:2002-536094	10/15/2001	PENDING US: ISSUED	WO 02/33126 US:2004/0106108 CN:1697881 JP:2004-531205 US: 6,977,161	04/25/2002 06/03/2004 12/20/2005
Solid Support Assay Systems and Methods Utilizing Non-Standard Bases	ERA-PAT015-US2	US	US: 11/284,307	11/19/2005	PENDING	US: 2006/0078936	04/13/2006
Solid Support Assay Systems and Methods Utilizing Non-Standard Bases	ERA-PAT015-US3	US	US: 11/490,319	07/20/2006	PENDING	US 2007/0087361	4/19/2007
Nucleic Acid Amplification Using Non-Standard Bases	ERA-PAT020	US, AU, CA, EPO, JP	PCT/US04/01397 US: 10/542,464 CA:2513626 EP: 04703107.5 JP:2006-501040 AU 2004206246	01/17/2004	PENDING	WO 04/065550	08/05/2004
Nucleic Acid-based Polymerase Inhibitor and Method of Using Same	ERA-PAT021	Worldwide	PCT/US04/10029 US: 10/551,705 CA:2521127 AU:2004-227353 EP:04758726.6 JP: 2006-509580	04/01/2004	PENDING	WO 04/090153	10/21/2004
Materials and Methods for the Detection of SARS	ERA-PAT023	Worldwide	PCT/US05/02950 US: 11/494,820	01/31/2005 07/28/2006	PENDING	WO 05/081776 US 2007/0059686	WO 09/09/2005 US 3/15/2007
Methods for the Identification of Multiple Subspecies of an Organism	ERA-PAT024	US Worldwide	PCT/US06/09376 US: 11/376,952	03/16/2006 03/16/2006	PENDING	WO 06/101913 US: 2006/0234266	09/28/2006 10/19/2006
Reagent for the Improved Synthesis of Isoguanine-Containing Oligonucleotides	ERA-PAT025	Worldwide	PCT/US05/18680	05/26/2005	PENDING	WO 06/127009	11/30/2006
Methods for Detection and Typing of Nucleic Acids	ERA-PAT026	US Worldwide	PCT/US06/21905 US: 11/447,734	06/06/2006 06/06/2006	PENDING	WO 06/133184	12/14/2006
Materials and Methods for the Detection of Anthrax Related Toxin Genes	ERA-PAT027	US Worldwide	PCT/US07/00738 US: 11/652,702	01/11/2007 01/11/2007	PENDING	N/A	N/A



Use of Non-Standard Bases and Proximity Effects for Gene Assembly and Conversion of Non-Standard Bases to Standard Bases During DNA Synthesis	ERA-PAT028	US	US: 11/733,011	04/09/2007	PENDING	N/A	N/A
Materials and Kits for Detecting JAK2 Nucleic Acid	ERA-PAT029	US	US: 60/859,185	11/15/2006	PENDING	N/A	N/A



# EXHIBIT C



**ERAGEN**  
BIOSCIENCES

Trademark: **ERAGEN BIOSCIENCES and Design**  
Intl. Class: 001, 009, and 042

Country	Application No.	Filing Date	Registration No.	Registration Date	Status
United States	78/316764	10/21/2003	2,932,896	03/15/2005	REGISTERED
Australia	0851792	04/21/2004	1064293	11/23/2005	REGISTERED
China	0851792	04/21/2004	0851792		PENDING; CN notified
France	0851792	04/21/2004	0851792		PENDING; FR notified
Germany	0851792	04/21/2004	0851792		PENDING; DE notified
Ireland	0851792	04/21/2004	0851792	06/20/2006	REGISTERED
Japan	0851792	04/21/2004	0851792	04/27/2006	REGISTERED
United Kingdom	0851792	04/21/2004	0851792	06/19/2006	REGISTERED
Canada	1214834	05/06/2004			PENDING

Trademark: **ERAGEN**  
Intl. Class: 001, 009, and 042

Country	Application No.	Filing Date	Registration No.	Registration Date	Status
United States	78/440373	06/23/2004	2,970,737	07/19/2005	REGISTERED





Trademark: **FAST-SHOT**  
 Intl. Class: 001

Country	Application No.	Filing Date	Registration No.	Registration Date	Status
United States	76/243,229	04/17/2001	3,068,529	03/14/2006	REGISTERED

- No foreign filing requested

Trademark: **ERA-CODE**  
 Intl. Class: 001 and 005

Country	Application No.	Filing Date	Registration No.	Registration Date	Status
United States	76/015,011	03/31/2000	2742708	07/29/2003	REGISTERED
European Community	001883578	09/29/2000	001883578	02/29/2000	REGISTERED

Trademark: **MULTI-CODE**  
 Intl. Class: 001

Country	Application No.	Filing Date	Registration No.	Registration Date	Status
United States	76/248,521	04/26/2001	2753833	08/19/2003	REGISTERED
Australia	893360	10/26/2001	893360	09/16/2002	REGISTERED
Canada	1,119,529	10/25/2001	625,842	11/18/2004	REGISTERED
China	3004917	10/26/2001	3004917 -class 1	02/28/2003	REGISTERED
	3004915	10/26/2001	3004915 -class16	02/28/2003	REGISTERED
Taiwan	90044052	10/26/2001	01018095	10/16/2002	REGISTERED
Japan	2001-096268	10/26/2001	4699292	08/08/2003	REGISTERED





Trademark: **MASTER CATALOG and Design**

Intl. Class: 009

Our Ref: ERA-TM002

Country	Application No.	Filing Date	Registration No.	Registration Date	Status
United States	75/699,810	05/04/1999	2556573	04/02/2002	REGISTERED
Australia	878450	06/06/2001	878450	06/07/2001	REGISTERED
Canada	1,105,552	06/07/2001	607,629	04/14/2004	REGISTERED
European Community	002334225	07/31/2001	002334225	10/28/2002	REGISTERED
Taiwan	90019972	05/18/2001	01009311	08/01/2002	REGISTERED



**EXHIBIT D**  
**MASK WORKS**

**None.**