

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PharmAAware IP B.V.	08/03/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ABN AMRO PARTICIPATIES B.V.
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<b>City:</b>	Amsterdam
<b>State/Country:</b>	NETHERLANDS
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<b>City:</b>	Nassau
<b>State/Country:</b>	BAHAMAS
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
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**Total Attachments: 31**

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**SCHEDULE 3**

**DEED OF PLEDGE**

*[See attached Deed of Pledge]*

## SCHEDULE 4

### RESERVED MATTERS

#### A. Corporate Affairs

- Accounting Policies* any modification of the accounting standards, their application by the Borrower and/or the format of the annual accounts, unless such change is required by law or by virtue of a new standard of generally accepted accounting policies or practices;
- Constitutional Documents* any amendment of the constitutional documents in respect of the Borrower or its subsidiaries;
- Financial Year* any change of the financial year of the Borrower;
- Shares Issues* the issue, repurchase or redemption of shares in the share capital of the Borrower or any of its subsidiaries, or any other securities in the capital of the Borrower or any of its subsidiaries, including the granting of any option rights, warrants or similar rights in respect of the shares in the share capital of the Borrower or any of its subsidiaries, and/or the transfer of the authority of issue, repurchase or redemption to another corporate body;
- Auditor* appointment or dismissal of the auditor in accordance with section 2:393 of the Dutch Civil Code;
- Dividends* the declaration or payment of any dividend or the making of any other distribution out of the distributable reserves of the Borrower or any subsidiary of the Borrower;
- Liquidation* the passing of any resolution for the liquidation of the Borrower or any of its subsidiaries or to technically liquidate the Borrower or any subsidiary of the Borrower by disposal of all or substantially all of the assets of such company;
- Pre-emptive rights* any limitation or amendment of the pre-emptive rights (*voorkeursrechten*) at any transfer or issue of the shares in the share capital of the Borrower or any of its subsidiaries, except as provided otherwise herein, and/or the transfer of the authority to another corporate body to limit or amend the pre-emptive rights;
- Legal Mergers* any merger (*juridische fusie*) or demerger (*juridische splitsing*) involving the Company, other than in relation to an expansion of the business of the Borrower or any of its subsidiaries by acquisition or otherwise;
- Appointment of Directors* the appointment, suspension or dismissal of a managing director or supervisory director of the Borrower or any of its

subsidiaries;

**B. Material Events**

*Listing* application for a listing of the shares in the share capital of the Borrower or any of its subsidiaries;

*Bankruptcy* any application for the Borrower or any of its subsidiaries to be declared bankrupt (*failliet*) or for a suspension of payments (*surséance van betaling*) of the Borrower or any of its subsidiaries (or the equivalents of such outside the Netherlands);

**C. Material Changes**

*Offices* establishing or closing down offices, local operational units or branches.

*Name* altering the Borrower's name or any of its trade names or registrations of any of its domain names.

*Material Contracts* entering into any agreement or series of connected agreements under which the consideration payable or receivable represents more than EUR 25,000.

*Business Plan* adopting or amending any business plan or budget (to the extent not included in the business plan), or taking any action materially inconsistent with such business plan or budget.

**D. Litigation**

*Litigation* commencing or settling litigation, either as plaintiff or as defendant, either before a public court or in arbitration (or similar private settlement proceedings, including the obtaining of binding advice (*bindend advies*)) which may have an impact on the business of the Borrower or any of its subsidiaries of EUR 25,000 or more, except for such proceedings which cannot reasonably be postponed (in which case the Investors shall be informed immediately upon entering into such proceedings) or the purpose of which is solely to collect money claims or claims on account of goods delivered or services rendered by the Borrower or its subsidiaries which materially affects the business of the Borrower or its subsidiaries.

**E. Tax**

*Tax* making any claim, disclaimer, surrender, election or consent of a material nature for tax purposes exceeding an amount of EUR 25,000.

## F. Employees and related parties

- Conflicted Transactions* entering into any transaction, agreement or arrangement with or for the benefit of any of the members of the board of the Borrower, any of the shareholders of the Borrower or other party related to the Borrower or any affiliate thereof.
- Pensions* arranging for pension schemes or collective pension plans or granting pension rights other than in accordance with an approved pension scheme or collective pension plan.
- Collective Bargaining* the entry by the Borrower or any of its subsidiaries into any collective bargaining or similar agreement with any trade union or employee body or the variation in any material respect of the terms of such agreement.
- Family Related Agreements* entering into any service agreement or management agreement with, or agreement for services for, any of the senior management of the Borrower's family members or other persons connected to them, or varying any existing employment or management agreement with or agreement for services for any of the senior management of the Borrower's family members or other persons connected to them.

## G. Incentives

- Employee Incentives* awarding depository receipts (*certificaten*) or implementing or amending an employee stock option plan or other employee incentive plan, including any change of such plan on a country-by-country basis in order to comply with local laws or in order to make such plan more tax-efficient for the employees in a specific country.

## H. Commitments

- Borrowings* entering into borrowings which are in excess of the borrowings of the Borrower as at the date of this agreement, including varying the terms thereof;
- Factoring* factoring any debts (other than in the ordinary course of business) or entering into invoice discounting arrangements;
- Security* giving any guarantee (other than in relation to the supply of goods in the normal course of trading) and creating any security interest over, accepting any restrictions or encumbrances on, or granting a pledge (*pandrecht*) or mortgage (*hypotheek*) or right of usufruct (*vruchtgebruik*) or other security interest over any assets of the Borrower or any of its subsidiaries;
- Lending* making any loans or advances (other than by normal trade credit) exceeding EUR 5,000 in aggregate to any one person

or EUR 5,000 in aggregate at any one time outstanding to the Borrower and its subsidiaries;

*Capex*

incurring any capital expenditure (which for this purpose shall include hire purchasing and leasing) if as a result of so doing the net aggregate of all such expenditures incurred by the Borrower and its subsidiaries, taken as a whole, in the immediately preceding 12 months would exceed EUR 25,000;

*Refinancing*

The making by the Borrower or any of its subsidiaries of any application or submission of any business plan to any person with a view to attracting additional or substitute financing for the Borrower and/or any of its subsidiaries;

**I. Material Changes**

*Equity Transactions*

the Borrower being subject to a sale of its issued and outstanding share capital, or acquiring or disposing of any interest in the share capital or instruments convertible into or exchangeable for share capital of any other company or body corporate;

*Asset Transactions*

the acquisition or sale, transfer, leasing, licensing or disposal by the Borrower or any of its subsidiaries (other than in the ordinary course of trading) of all or a substantial part of its business, undertaking or assets whether by a single transaction or series of transactions, related or not acquiring or disposing of any asset of the Borrower and/or any of its subsidiaries which is not in the ordinary course of business;

*Joint Ventures*

forming, entering into, terminating or withdrawing from any partnership, consortium, joint venture or any other unincorporated association carrying on a trade or business or any other similar arrangement, whether or not with a view to making a profit;

*Real Estate*

acquiring or disposing of any real property or granting or entering into a security package or surrendering a lease in respect of such real property;

*IP*

transferring, assigning, licensing, disposing of any of the Borrower's or any subsidiary of the Borrower's intellectual property rights (including in connection with the access and use of databases), or allowing any registration of an intellectual property right to lapse or be cancelled;

*SB Compensation*

granting or modifying the remuneration or other terms of engagement of the supervisory directors;

*Alteration to Business*

making any material change in the nature of the Borrower's

or any of the Borrower's subsidiary's businesses;

*Advisers*

appointing or removing any corporate finance advisers;

**J. Insurance**

*Insurance*

making any material change to the level, scope or extent of the Borrower's or any of the Borrower's subsidiaries insurance cover (including any D&O insurance) unless in accordance with the recommendation of the Borrower's insurance broker.



**DEED OF PLEDGE**

between

**LV L.P.**

and

**ABN AMRO PARTICIPATIES B.V.**

(as the **Pledgees**)

And

**AM-PHARMA HOLDING B.V.**

**AM-PHARMA B.V.**

**PHARMAAWARE IP B.V.**

**PHARMAAWARE SEPSIS B.V.**

**NEUFIX B.V.**

(as the **Pledgors**)

3 August, 2007



**JANSSEN & BROEKHUYSEN ADVOCATEN**

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**SCHEDULES**

1. Termination Notice
2. Intellectual Property Rights
3. Moveable Assets

This deed (the **Deed**) is made on 3 August, 2007

**BETWEEN:**

1. **LV L.P.**, a limited partnership, incorporated under the laws of the Bahamas, with its official seat in Winterbotham Place, Marlborough & Queen Streets, P.O. Box N-3026, Nassau, the Bahamas, hereby represented by Inventages Venture Capital Investments, Inc. as general partner of L.V. LP (**LV**);
2. **ABN AMRO PARTICIPATIES B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam and its offices at (1082 PP) Amsterdam, at Gustav Mahlerlaan 10, the Netherlands, registered in the commercial register of the chamber of commerce under number 33188427 (**AAPart** and, together with LV, the **Pledgees**); and
3. **AM-PHARMA HOLDING B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bilthoven, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 34176296 (**AM Holding**);
4. **AM-PHARMA B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Amsterdam, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 28087313 (**AM Pharma**);
5. **PHARMAAWARE IP B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bunnik, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 30170144 (**Pharma IP**);
6. **PHARMAAWARE SEPSIS B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bunnik, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 30172229 (**Pharma Sepsis**);
7. **NEUFIX B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bilthoven, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 30219205 (**Neufix**);

The parties mentioned under 3. through to 7. are also individually referred to as a **Pledgor** and are jointly referred to as the **Pledgors**. The parties to this Deed are hereinafter collectively referred to as the **Parties** and individually also as a **Party**.

**WHEREAS:**

- A. On 28 June 2007, the Pledgees and AM Holding have executed a non-binding proposal for a loan to be granted by the Pledgees to the Pledgors in the form of a convertible loan note, which provides for a security agreement granting a security interest in all of the Pledgors' fixed and intangible assets including but not limited to the intellectual property rights of the Pledgors to the Pledgees;
- B. The Parties have reached agreement on the terms and conditions of the convertible loan to be granted by the Pledgees to AM Holding and are about to enter into a convertible loan agreement (the **Loan Agreement**), which includes as a condition precedent for draw down under the Loan that the Pledgors and the Pledgees have duly executed this Deed of pledge;
- C. In view of the foregoing, the Parties wish to execute this Deed of pledge.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In this Deed, unless the contrary intention appears, a reference to a clause or Schedule is a reference to a clause or Schedule of this Deed. The Schedules are an integral part of this Deed.
- 1.2 The headings in this Deed do not affect its interpretation.

**2. SECURED LIABILITIES**

Each liability and obligation for the payment of an amount whether present or future, actual, contingent or unliquidated (owed in any capacity whatsoever) of AM Holding to any of the Pledgees in their capacity of provider of a loan to the AM Holding under the Loan Agreement, is a **Secured Liability**.

**3. CREATION OF PLEDGE**

- 3.1 Each of the Pledgors agrees to pledge and pledges as a disclosed pledge to each of the Pledgees (the **Pledge**):
  - (a) The existing intellectual property rights and existing applications for patent registrations listed in **Schedule 2** and any know-how, patent, copyright, trademark, design, service mark, trade name, topographical or similar right acquired by the Pledgors after the date of this Deed (**Intellectual Property Rights**);
  - (b) The existing patent licences of the Pledgors in respect of "ubiquidine derived antimicrobial peptides" and in respect of "bone cement comprising antimicrobial peptides";
  - (c) All tangible and movable assets, including capital equipment, owned and held by the Pledgors, including but not limited to personal computers and inventory, as set out in **Schedule 3 (Moveable Assets)**,

(together the **Pledged Rights**).

3.2 The Pledge:

- (a) is security for the payment of all the Secured Liabilities; and
- (b) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any of the Pledges.

3.3 Each Pledgee accepts the Pledge created under this Deed and the Pledge of each Pledgee ranks *pari passu*.

3.4 The Pledges together are the only person entitled to this Pledge.

**4. PERFECTION**

4.1 The Pledgors must take, at their own expense, promptly, and in any event within any applicable time limit, whatever action is necessary or desirable and any action which the Pledges may require, to ensure that this Pledge is, and will continue to be, a validly created and enforceable first priority pledge over the Pledged Rights. The obligations under this clause 4.1 include the giving of any notice, order or direction, the making of any registration and ensuring the passing of any resolution which the Pledgee may think expedient.

4.2 In particular, but without limiting the other terms of this clause, for each Moveable Asset and each licence referred to under 3.1 (b) of this Deed, subject to the Pledge under this Deed, the Pledgors must at their own cost and expense submit this Deed for registration no later than three business days after the date of this Deed with the Dutch tax authorities (*Belastingdienst Ondernemingen*), and each supplemental documentation is submitted for registration in each relevant intellectual property register and deliver evidence of the registration to the Pledges no later than ten days after the date of this Deed.

4.3 In particular, but without limiting the other terms of this clause 4, for each intellectual property right subject to a pledge under this Deed (as referred to under clause 3.1 (a) of this Deed), the Pledgors must at, its own cost and expense:

- (a) submit this Deed for registration in each relevant intellectual property register no later than 10 days after the date of this Deed and deliver evidence of the registration to the Pledges as soon as possible.
- (b) If on the date of this Deed an intellectual property register prohibits the registration of this pledge, the Pledgors need not attempt to make the registration required under this Clause at that registry.

**5. REPRESENTATIONS**

5.1 The representations set out in this clause 5 are made by the Pledgors to each of the Pledges on the date of this Deed.

5.2 Each of the Pledgors is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands.

- 5.3 Each of the Pledgors has the power to own its assets and carry on its business as it is being conducted.
- 5.4 Each of the Pledgors has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, the Loan Agreement and this Deed and the Loan Agreement and this Deed are legally binding on the Pledgors and create legally binding, valid and enforceable obligations on the Pledgors.
- 5.5 This Deed validly creates those pledges it purports to create and is not liable to be amended or otherwise set aside on the liquidation, administration or dissolution of the Pledgors or otherwise.
- 5.6 Each of the Pledged Rights is legally binding, valid and enforceable.
- 5.7 None of the Pledgors is in default of any of its obligations under any contract from which a Pledged Right arises.
- 5.8 There is no prohibition on assignment or creation of a pledge in any contract from which a Pledged Right arises.
- 5.9 The entry into and performance of this Deed by the Pledgors will not conflict with any term of any contract from which a Pledged Right arises.
- 5.10 Payments to any of the Pledgors by any party in discharge of any of its Pledged Rights are not subject to any right of set-off or similar right.
- 5.11 Each pledge created under this Deed has first priority in relation to all claims of any person to a Pledged Right.
- 5.12 No breach of any law or regulation is outstanding which affects or might affect the value of any Pledged Right.
- 5.13 The Pledgors own all the Moveable Assets (listed in **Schedule 3**) and which are subject to the Pledge.
- 5.14 The Pledgors identified in **Schedule 2** as the owner of an Intellectual Property Right are the sole legal and beneficial owners of or sole applicants for and may freely use and dispose of such Intellectual Property Right and all such Intellectual Property Rights are owned solely by one of the Pledgors or such subsidiary free of any encumbrance, lien, or attachment.

**6. FURTHER COVENANTS**

- 6.1 The Pledgors must:
- (a) duly and promptly perform its obligations under each contract from which a Pledged Right arises, and diligently pursue its rights in relation to each Pledged Right;
  - (b) at the request of any Pledgee supply the Pledgees with copies of each Pledged Right and any information and documentation relating to any Pledged Right and any other information any Pledgee reasonably requests in respect of a Pledged Right;

- (c) promptly notify the Pledgee of any event or circumstance that may result in:
  - (i) the termination of any contract from which a Pledged Right arises;
  - (ii) any delay in the performance of any Pledged Right;
  - (iii) a contract from which a Pledged Right arises becoming unlawful or ineffective; or
  - (iv) a breach of a contract from which a Pledged Right arises.

6.2 The Pledgors shall not:

- (a) sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, create any lien on or encumber any of its current or future properties, assets, receivables, or other rights (including the Pledged Rights) to any person other than the Pledgees.
- (b) without the prior written agreement of the Pledgees, waive any of its rights under, in connection with, or related to, the Pledged Rights or right associated with such rights and the Pledgors shall not take any acts, which includes omitting to take any acts, that would decrease the value of the Pledge or the Pledged Rights in any way.

**7. AUTHORISATION FOR PLEDGORS**

7.1 Subject to clause 7.2, the Pledgees authorise the Pledgors to:

- (a) give payment instructions to a relevant party with respect to each Pledged Right;
- (b) seize, collect or claim all amounts payable in respect of any Pledged Right;
- (c) use or enforce any Pledged Right by way of proceedings or otherwise.

7.2 On delivery of a notice by any Pledgee to the Pledgors specifying an Event of Default (as defined below) (a **Default Notice**):

- (a) the authorisation set out in clause 7.1 will immediately terminate; and
- (b) the Pledgees may together exercise any of their rights in respect of any Pledged Right.

**8. POWER OF ATTORNEY**

8.1 Each of the Pledgors instruct and appoint each of the Pledgees (and any of their delegates or sub-delegates) separately to be its attorney by an irrevocable power of attorney, to perform all acts and execute all documents in order to perfect or implement this Deed on its behalf and to take any action which the Pledgors must take under this Deed and which is necessary for any Pledgee to create, maintain and exercise its rights under this Deed. Parties exclude applicability of Section 3:68 of the Dutch Civil Code.

8.2 The Pledgors ratify and confirm whatever any attorney does or purports to do under its appointment under this clause 8. Any conflict of interest does not affect the power of attorney granted under this clause 8.

## 9. WHEN PLEDGE BECOMES ENFORCEABLE

This Pledge will become immediately enforceable:

- (a) in case of an Event of Default (as set out in clause 17 of the Loan Agreement); and/or
- (b) if AM Holding is in default (*verzuim*) in the performance of any of the Secured Liabilities,

(the events referred to under (a) and (b) above hereinafter together referred to as an **Event of Default**).

## 10. ENFORCEMENT OF PLEDGE

10.1 After this Pledge has become enforceable, each Pledgee may immediately, in its absolute discretion, exercise any right under applicable law or this Deed, to enforce all or any part of the Pledge in respect of any Pledged Rights in any manner it sees fit.

10.2 In particular, without any further consent or authority on the part of the Pledgors and irrespective of any direction given by it, each Pledgee may to the extent permitted by applicable law:

- (a) sell or assign any Pledged Right, in whole or in part;
- (b) give notice to any person in connection with enforcing its rights under the Pledge;
- (c) seize, collect or claim all amounts payable in respect of any Pledged Right; or
- (d) enforce any Pledged Right by way of proceedings or otherwise.

10.3 If a Pledgee notifies a counterparty of a Pledged Right that it is entitled to collect payment or obtain performance of a Pledged Right against it, such Pledgee may enter into a court settlement or out-of-court settlement (*gerechtelijk of buitengerechtelijk akkoord*) with that counterparty.

10.4 No Pledgee:

- (a) may be held liable for any action taken, or not taken, in connection with collecting any receivable or enforcing any Pledged Right or this Pledge except from any loss caused directly by its own wilful misconduct or gross negligence;
- (b) may be held liable for, or needs to make, any payment under any Pledged Right except for any loss caused directly by its own wilful misconduct or gross negligence;



- (c) needs to make any enquiries as to the nature or sufficiency of any payment received in respect of a Pledged Right;
- (d) needs to perform any obligation of the relevant Pledgor; and
- (e) needs to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed.

10.5 If, after a Default Notice has been delivered, any the Pledgors receives any proceeds relating to a Pledged Right, it must immediately transfer an amount equal to those proceeds to the Pledgees (pro rata to the then outstanding amounts under the Loan Agreement), if any Pledgee so directs. This is without prejudice to any right any Pledgee may have against the person who made that payment.

#### **11. APPLICATION OF PROCEEDS**

Any moneys received by the Pledgees after this Pledge has become enforceable must be applied in the following order of priority:

- (a) first, in or towards payment of or provision for all costs and expenses incurred by such Pledgee in connection with the enforcement of this Pledge;
- (b) second, in or towards payment of or provision for the Secured Liabilities; and
- (c) third, in payment of the surplus (if any) to the Pledgors or any other person entitled to it.

#### **12. DELEGATION AND TRANSFER OF RIGHTS**

- 12.1 Each Pledgee may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Deed.
- 12.2 Any such delegation may be made upon any terms (including power to sub-delegate) which any Pledgee may think fit.
- 12.3 No Pledgee will in any way be liable or responsible to the Pledgors for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.
- 12.4 Each Pledgee may transfer its rights and obligations under this Deed by way of transfer of contract together with the Secured Liabilities to any person or entity, directly or indirectly, controlling, managing, controlled by, managed by or under common control or management by each the respective Pledgees and the Pledgors consent in advance to any assignment or transfer under this clause 12.4. Moreover, AAPart may transfer its rights and obligations under this Deed by way of transfer of contract together with the Secured Liabilities to the Coöperatieve AAC LS U.A., a co-operation with its statutory seat in Amsterdam, and the Pledgors consent in advance to any assignment or transfer under this clause 12.4.

- 12.5 Each Pledgee may transfer its rights and obligations under this Deed by way of transfer of contract together with the Secured Liabilities, subject to the prior written consent of the Pledgors, which will not be unreasonably withheld or delayed.
- 12.6 The Pledgors may not assign or transfer any of its rights or obligations under this Deed without the consent of the Pledgees.

### 13. WAIVERS

Each of the Pledgors irrevocably waives any right it may have at any time to:

- (a) suspend (*opschorten*) any obligation under this Deed under Sections 6:52, 6:262 and 6:263 of the Dutch Civil Code or any other applicable law; or
- (b) rescind this Deed in whole or in part under Section 6:265 of the Dutch Civil Code or any other applicable law.

### 14. RELEASE AT THE DISCRETION OF THE PLEDGEEES

- 14.1 Each Pledgee may at any time terminate (*opzeggen*) in whole or in part any of this Pledge in respect of it by giving notice to the Pledgors either:
- (a) to release the Pledge, or part of it; or
- (b) to reduce the amount of the Secured Liabilities.
- 14.2 At the request of the AM Holding, and upon (i) repayment and satisfaction of all Secured Liabilities by AM Holding and/or upon (ii) completion of the entire conversion of the Secured Liabilities and the conversion of all of the warrants, set out in that Loan Agreement (which also constitutes a repayment of all Secured Liabilities), and (iii) provided that no Event of Default (as set out in clause 17 of the Loan Agreement) has occurred, each of the Pledgees will co-operate with the Pledgors to terminate and cancel the Pledge.

### 15. COSTS AND EXPENSES

Save as explicitly provided otherwise in this Deed, the Pledgors shall bear all costs and expenses in relation to the entry into, execution and performance of this Deed.

### 16. ENTIRE AGREEMENT

This Deed constitutes the entire and only agreement between the Parties in relation to its subject matter and replaces and revokes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the Parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter.

### 17. AMENDMENTS, WAIVERS

No amendment, supplement or change, nor any alleged waiver of provisions of, or rights pursuant to this Deed shall be binding on any of the Parties, except if explicitly provided for in a written instrument signed by all Parties affected thereby.

**18. NO THIRD PARTY BENEFICIARIES**

This Deed is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended to or shall implicitly confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Deed, except to the extent explicitly stated otherwise in this Deed.

**19. SEVERABILITY**

If any provision or portion of a provision of this Deed, is for any reason or to any extent, invalid or unenforceable:

- (a) such invalidity or unenforceability shall not affect or render invalid or unenforceable the other provisions or portions of provisions of this Deed; and
- (b) the Parties shall, at the request of either of them, negotiate in good faith to agree on changes or amendments to this Deed that may be required to carry out the intention and accomplish the purpose of this Deed.

**20. NOTICES**

Any notice to be given by a Party pursuant to this Deed shall be in writing (a **Notice**) and shall be deemed duly served if delivered personally or sent by fax or by prepaid registered post to the address of the applicable Party given in this Deed or duly changed after the date of this Deed. Any Notice sent by fax shall be deemed served when dispatched and any Notice served by registered post shall be deemed served two business days after posting to an address in the same country as that in which it was posted or five business days after posting to an address outside such country. In proving the service of any Notice it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of a fax, that such fax was duly dispatched to a then current fax number of the addressee.

**21. GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws of the Netherlands.

**22. ENFORCEMENT**

- 22.1 The courts of Amsterdam, judging in the first instance, have exclusive jurisdiction to settle any dispute in connection with this Deed.
- 22.2 This clause 22 is for the benefit of the Pledgees only. To the extent allowed by law, each Pledgee may take proceedings in any other court.

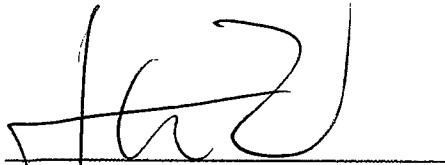
**23. COUNTERPARTS**

This Deed may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall, when taken together, constitute one and the same instrument.

Execution copy  
Strictly confidential

**IN WITNESS WHEREOF** this Deed has been executed by the Parties on the date first above written.

**LV L.P.**



By: Inventages Venture Capital Investments, Inc.

Its: general partner

By:

Its:

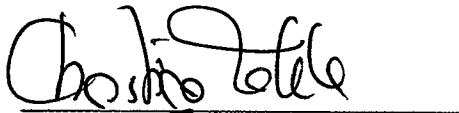
**ABN AMRO PARTICIPATIES B.V.**



By:

Its:

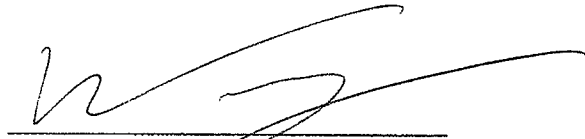
**ABN AMRO PARTICIPATIES B.V.**



By:

Its:

**AM-PHARMA HOLDING B.V.**



By: B. Wuurman

Its: Managing director

**AM-PHARMA B.V.**



By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

**PHARMAAWARE IP B.V.**



By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

**PHARMAAWARE SEPSIS B.V.**



By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

**NEUFIX B.V.**



By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

**SCHEDULE 1**

**TERMINATION NOTICE**

From: LV L.P./ABM Amro Participaties B.V. (the **Pledgees**)

To: [•]

Re: **Pledge – Termination Notice**

We refer to the deed of pledge between AM-Pharma Holding B.V., AM-Pharma B.V., PharmAAware IP B.V., PharmAAware Sepsis B.V. and Neufix B.V. (the **Pledgors**) and the Pledgees (the **Deed of Pledge**). This is the Termination Notice.

**1. Notice**

The Pledgees hereby give you notice that under the Deed of Pledge the Pledgors pledged [•], and [•], as amended from time to time (together the **Pledged Rights**).

**2. Termination Notice**

An Event of Default (as defined in the Deed of Pledge) has occurred.

All the rights, powers and discretions in relation to each Pledged Right are now exclusively exercisable by, and communications must be sent to, the Pledgees. Please pay, as it falls due, any amount payable in respect of the Pledged Rights to the following bank account: **[Note: insert bank account number and other details]**

For the attention of: [•]

**3. Interpretation**

Any terms used but not defined herein shall have the meaning attributed to such terms in the Deed of Pledge.

**4. Governing law**

This letter is governed by the laws of the Netherlands.

Yours faithfully,

**LV L.P.**

**ABN AMRO PARTICIPATIES B.V.**

\_\_\_\_\_  
By: Inventages Venture Capital Investments, Inc. By:  
Its: general partner Its:  
By:

**SCHEDULE 2  
INTELLECTUAL PROPERTY RIGHTS**

Neufix B.V. is the holder of the patent: 2-Iminobiotin (patent no. WO 0174351)

**SCHEDULE 3**  
**MOVEABLE ASSETS**



Nr.	Actiehouder/ Fabrikant	Crediteur	Omschrijving	Aanschar datum	Koopprijs N.L.G.	Koopprijs %	Abschr.	Boekwaarde 31-12-06	Boekwaarde 06.30.2007
1	155 Labco		Lab-Mech/air	1-sep-01	109.000	49.462,04	25	(0,00)	(0,00)
2	108/177 I.K.S.		Lab invent	1-okt-01	50.041	26.337,86	25	(0,00)	(0,00)
3	136 I.N.S.		Vieskast	1-aug-01	2.893	1.577,32	25	0,00	0,00
4	184 Jurifona		Buller	1-sep-01	29.000	150,27	25	0,00	0,00
5	241 I.K.S.		Lab invent	1-nov-01	2004	13.984,76	25	(0,00)	(0,00)
						31.044,92		(0,00)	(0,00)
6	22148 Santoflur		Micro wogjer	1-mei-02	6.980,00	0,00	25	0,00	0,00
7	22381 Labco		Lab invent	1-nov-02	9.000,00	0,00	25	0,00	0,00
8	22449 Labco		Lab-inrichting	1-dec-02	14.794,00	0,00	25	(0,00)	(0,00)
9	22470 Pens		Lab-inventaris	1-dec-02	2.778,00	0,00	25	(0,00)	(0,00)
10	22473 V.W.R.		Lab-inventaris	1-dec-02	6.105,00	0,00	25	0,00	0,00
					2002	35.655,00		(0,00)	(0,00)
11	2128 Sanyo		Koel incubator	1-mrt-03	10.510,00	437,92	20	573,00	22,92
12	232246 Seimix Wpp		wasmachine	1-mei-03	5.500,77	20	20	500,00	20,00
13	Dr Ridder		Cilinderkast	1-jun-03	4.800,00	20	20	1.510,91	42,92
					2003	20.810,77		479,48	(0,00)
17	Van Steels BV		Laboratorium invent.	31-jan-03	17.740,73	20	20	26,43	0,00
18	Van Steels BV		Black vony.	20-feb-03	505,88	20	20	1.952,32	1.469,10
19	002880 Depeck		Ultrazoon foor centrifuge	10-aug-04	4.932,18	20	20	401,96	314,26
20	20040081 RS Vital		designeer blender	11-nov-04	877,00	20	20	2.860	1.773,35
					2004	24.055,79		1.925,42	1.606,73
21	79224 B.V. Centraal Mar		Electronische elined/Mechanische	22-jun-05	3.186,00	20	20	3.722,87	177,37
22	2005037 Bioseros		Lab stoel/ Tabouret	6-jun-05	152,00	20	20	3.028,74	2.574,47
23	A030715001 Cesco		Bellcoall-500P High Density Purif	1-jul-05	4.805,66	20	20	7.020,35	5.147,08
24	31065 Heipa		"sicherflammauche luechtgakoest"	12-jul-05	2.383,00	20	20	13.333,33	11.333,33
25	25001854 Sanyo		2 Freezon. 1 w/agerator	17-aug-05	11.600,00	20	20	8.937,50	7.437,32
26	4573204 Penk/Ehmer		Victor for TRF, FI, LUM and ABS	20-sep-05	20.000,00	20	20	259,00	221,32
27	521125 Penk/Ehmer		Lambtha 35 UV w/n lna V5.1 Pelti	3-okt-05	13.000,00	20	20	4.773,45	4.118,81
28	79958 Continent inagazin		Matic thnuc. Fasa microscoup	11-okt-05	376,72	20	20	1.104,69	953,19
29	50461 Labort		Temp. Data Recorder	5-dec-05	8.546,46	20	20	42.722,30	36.315,73
30	2005121158 Atal			14-dec-05	1.518,00	20	20	36.818,25	31.909,15
					2005	84.065,73		635,25	950,56
31	5220669 Amestham		Atka purifier	1-jan-06	49.091,00	20	20	4.519,56	3.933,23
32	6220069 A. mersham		Converter for the Atka purifier	3-jan-06	847,00	20	20	980,89	853,64
33	6400053 Strimkrips		Vacuom system RVC 2-18	3-feb-06	5.863,20	20	20	1.022,13	889,53
34	640114 Engis Lojstiek		15x isolerbox	7-feb-06	1.272,50	20	20	618,31	642,21
35	6403E-140 VWR		Lab. Oven Model AX120	27-feb-06	1.326,00	20	20	489,13	428,93
36	2.0903E-140 VWR		Wasserbad	1-apr-06	761,00	20	20	2.214,17	1.948,47
37	20060853 Maric		Frabay pen with gas cartridge	1-apr-06	692,00	20	20	699,04	615,16
38	13269/01-400 Hockfoca Corvas		Alcator insulation and capilla	3-mei-06	2.697,00	20	20	47.996,71	41.670,85
39	60172 Adhafsunnets		Battery operated thermometer	10-mei-06	838,85	20	20	0,00	857,47
					2006	53.296,35		35.090,30	30.370,37
40	2007140280 ATAL		Temp. Data Recorder ATV-0485	21-mrt-07	698,00	20	20	0,00	857,47
					2007	698,00		0,00	857,47
			<b>Totaal</b>					<b>35.090,30</b>	<b>30.370,37</b>

Afschrijvingsstaat AM-Pharma BV  
Faktuur Crediteur

Nr.	Aanschaf datum	Kostprijs NLG	Afschr. %	Boekwaarde 31.12.2006	Boekwaarde 06.30.2007
3	154 Sotec Laser Printer September-01	6,785.00 3,078.90	33	0.00	0.00
9	22426 Sotec Laser Jet Nov-02	1,505.00 1,505.00	33	(0.00)	(0.00)
10	2119 Sotec Computers Mar-03	5,680.00	33	0.00	0.00
11	Sotec Computers aug-03	3,250.00	33	0.00	0.00
12	Sotec UPS +Licence Sep-03	899.44	33	0.00	0.00
13	Grote Beer software 20079070	3,250.00	33	32.50	0.00
14	Mediamark1 Laptop F.M. Apr-04	1,427.73	33	0.00	0.00
15	van Sepsis bv Software Laboratorium Apr-03	5,317.87	33	0.00	0.00
18	1500484 Mac online Laptop M.W. Oct-04	1,209.00	33	302.25	100.75
19	20051039 Sotec 5 laptops HP Mar-05	4,500.00	33	1,777.50	835.98
20	31434610 Grote Beer Multi user and telebanking softw Mar-05	2,060.00	33	813.70	473.80
21	20051045 Sotec 2 laptops HP Apr-05	1,900.00	33	802.75	489.25
22	20050703 Franklin Beamer Philips Clear Air Brilliar May-05	2,950.00	33	1,327.50	840.75
23	73050381 DATAD 2 laptops Aug-05	1,905.00	33	1,014.41	700.09
24	20051072 Sotec Server en Ms projects Aug-05	16,137.87	33	8,593.42	5,930.87
25	20051098 Sotec Ms project extra licenties Aug-05	1,132.00	33	602.79	416.81
26	73050540 DATAD 4 PC Dell optiplex Nov-05	5,333.00	33	3,279.80	2,399.86
27	2505198 Graphpad Soft Prism 4 for windows Nov-05	1,639.91	33	1,008.54	737.96
28	VF06-00045 Trend Micro Office Scan Jan-06	1,005.68	33	673.81	507.87
29	6400160 Disc B.V. Endnote 9, workst. 5 user/1 Ma Feb-06	881.27	33	614.69	469.28
30	6800026 Datad 2x Optiplex Minifowrms proofh Feb-06	3,666.54	33	2,556.71	1,951.90
31	6900032 Datad Precision 380 In. VF06-00075 Feb-06	2,181.35	33	1,521.49	1,161.57
32	VF0600088 3 Notebooks incl MS Office Mar-06	3,782.00	33	2,741.96	2,117.92
33	14604820 Grote Beer License extra company and cos Nov-06	875.00	33	826.88	682.50
34	VF06-00763 Hp Raid controller en harddisk Dec-06	588.00	33	571.83	474.81
35	VF07-00020 Laptop met docking station en 2 Jan-07	3,439.00	20	0.00	3,095.10
36	VF07-00072 HP color Laserjet 4700 Feb-07	3,184.00	20	0.00	2,918.67
37	VF07-00250 Laserjet P2015 carepack Mar-07	70.00	20	0.00	65.33
38	VF07-00276 Installation PC M.Velders and P Mar-07	270.00	20	0.00	252.00
39	VF07-00282 Laptop with dockingstation and Mar-07	3,135.00	20	0.00	2,926.00
<b>Totalen</b>				<b>9,507</b>	<b>7,386</b>
				<b>0</b>	<b>9,257</b>
				<b>29,062.52</b>	<b>29,548.08</b>

Computers 2007

PATENT

REEL: 020072 FRAME: 0949

Nr.	Afschrijvingsjaar AM-Pharma BV Faktuur Crediteur	Aanschaf datum	December Kostprijs NLG	Kostprijs	Boekwaarde	Boekwaarde
					31-12-06	06-30-2007
4	65 Off Center Branchkast	1-apr-01	1.598,00	725,59	0,00	0,00
			2001	725,59	0,00	0,00
6	22378 Off Stop Bureaustoelen	1-nov-02		5.974,00	(0,00)	(0,00)
13	22435 461 46; Off Stop Branchkast	1-dec-02		6.116,00	0,00	0,00
19	22384 Off Center	1-aug-02	2002	728,00	(0,00)	(0,00)
			2002	12.619,00	(0,00)	(0,00)
22	232194 Sanyo lab invent.	4-apr-03	2002	1.340,00	0,00	0,00
			2002	1.340,00	0,00	0,00
24	104969 Office Stop kast	1-jan-04		364,00	91,00	54,60
24	2,152 Office center archiefaast	27-feb-04		1.598,00	432,79	272,99
24	2,152 Office center Fautouilles	27-feb-04		138,00	37,38	23,68
25	105,102 Office Stop Korting	4-mrt-04		(311,30)	(80,80)	(89,67)
25	105,102 Office Stop 1 flipover	4-mrt-04		59,00	17,21	11,31
25	105,102 Office Stop 1 whiteboard	4-mrt-04		109,00	31,79	20,89
25	105,102 Office Stop 1 aalonielaaf	4-mrt-04		125,00	36,48	23,86
25	105,102 Office Stop 2 tafels	4-mrt-04		180,00	52,50	34,50
25	105,102 Office Stop 1 dossierkast	4-mrt-04		219,00	63,88	41,98
25	105,102 Office Stop 2 kantmeubels	4-mrt-04		386,00	78,46	51,55
25	105,102 Office Stop 1 rollieurfait	4-mrt-04		465,00	116,83	72,83
25	105,102 Office Stop 5 tafels	4-mrt-04		625,00	136,79	85,89
25	105,102 Office Stop 2 bureaustoelen	4-mrt-04		896,00	182,29	119,79
25	105,102 Office Stop 2 rollieurtassen	4-mrt-04		890,00	203,58	133,78
25	105,102 Office Stop 10 kladuistiepen	4-mrt-04		890,00	259,58	170,58
26	105,132 Office Stop 4 rollieurtassen	4-mrt-04		890,00	235,83	187,83
26	105,839 Office Stop 4 rollieurfaiten	19-mrt-04		1.596,00	465,50	305,90
27	105,839 Office Stop 1 rollieurfait	9-okt-04		1.841,00	478,63	314,53
27	105,599 Office Stop 1 dossierkast	9-okt-04		424,00	185,50	143,10
				239,00	104,56	80,85
			2004	10.691,70	3.163,77	2.004,60
29	7286388 Ahrend Fax Canon L100 Leser	22-sep-05		289,00	192,67	163,77
30	106799 Office stop Office furniture	5-okt-05		1.592,46	1.094,82	938,57
31	7045422 Viking office supplies office chair	10-okt-05		109,89	75,55	64,56
32	7047065 Viking office supplies office chair	11-okt-05		34,99	24,08	20,56
34	1068930 Office stop Office furniture	13-okt-05		377,82	259,75	221,97
35	106937 Office stop Office furniture	18-okt-05		1.707,15	1.173,87	1.002,95
37	7168162 Viking office supplies Office furniture	2-dec-05		596,80	430,14	371,16
38	107038 Office stop Office furniture	5-dec-05		1.172,00	1.292,08	1.114,86
			2006	6.473,21	4.542,72	3.895,40
39	6400083 Twentel Tel centr. Hiphath 3550 V5.0	10-feb-06		2.866,00	1.993,38	1.734,78
40	107435 Office stop 8 design chairs cantine	9-mrt-06		792,00	827,00	547,80
46	200608970 Twentel	23-aug-06		427,00	382,82	339,82
			2006	3.805,00	3.002,90	2.622,40
50	108273 office stop bureau vergaderfael, kast	17-jan-07		2.228,00	0,00	2.096,10
51	6097005 Viking fireassistant Cupboard	22-jan-07		3.002,85	0,00	2.702,57
52	8106112 Viking Table desk	29-jan-07		1.860,81	0,00	1.674,65
53	8106112 Viking lable booklet	30-jan-07		(59,95)	0,00	(69,98)
54	064252 Esbi biiboard for premisses	26-feb-07		1.331,00	0,00	1.220,08
			2007	8.423,50	0,00	7.693,33
			Totalen	44.265,00	10.705,39	16.215,75

Inventory 2007

PRIVILEGED AND CONFIDENTIAL ATTORNEY CLIENT WORK PRODUCT

Tables

**Table I: Alkaline Phosphatase I**

**Priority date:** 13 August 1993 (NL9300171)  
**PCT application:** 10 August 1994 (PCT/NL94/00189; WO 95/05456)  
**Proprietor:** PharmAAware IP BV

The following patents and patent applications are national/regional phases of the mentioned PCT application.

Country	Validated in (EP only)	Reference	Application number	Application date	Status
Australia		P81121AU00	AU19940077101	10-08-1994	granted 698331
Japan		P81121JP00	506872/95	13-02-1995	granted 3835811
United States of America		P81121US00	08/596,297	13-02-1995	granted 6,290,952
Europe		P81121EP00	94927860.0	10-08-1994	granted 0 721 501
	Belgium	P81121BEEP			
	Austria	P81121ATEP			
	Switzerland	P81121CHEP			
	Germany	P81121DEEP			
	Denmark	P81121DKEP			
	Spain	P81121ESEP			
	France	P81121FREP			
	Great Britain	P81121GBEP			
	Greece	P81121GREP			
	Ireland	P81121IEEP			
	Italy	P81121ITEP			
	Nederland	P81121NLEP			
	Portugal	P81121PTEP			
	Sweden	P81121SEEP			

PRIVILEGED AND CONFIDENTIAL ATTORNEY CLIENT WORK PRODUCT

**Table II: Alkaline Phosphatase II (IBD)**

**Priority date:** 4 February 2004 (EP 04075344.4 and US 60/541,363)  
**PCT application:** 4 February 2005 (PCT/NL2005/000084; WO 2005/074978)  
**Applicant:** PharmaAware Sepsis BV

The following patents and patent applications are national/regional phases of the mentioned PCT application.

Country	Reference	Application number	Application date	Status
Australia	P81463AU00	2005-210581	04-09-2006	pending
Canada	P81463CA00	2,554,683	04-09-2006	pending
China	P81463CN00	200580004193.4	04-09-2006	pending
Europe	P81463EP00	05704614.6	04-09-2006	pending
India	P81463IN00	4446/DELNP	04-09-2006	pending
Japan	P81463JP00	2006-552066	04-09-2006	pending
United States of America	P81463US00	unknown	04-09-2006	pending

The respective foreign agent has been requested to provide the missing application number.

PRIVILEGED AND CONFIDENTIAL ATTORNEY CLIENT WORK PRODUCT

**Table III: Antimicrobial activity of the first cationic cluster of human lactoferrin**

**Priority date:** 11 November 1999 (EP 99203775.4 and US 60/164,975)

**PCT application:** 10 November 2000 (PCT/NL00/00821; WO 01/34641)

**Applicant:** AM-Pharma BV

The following patents and patent applications are national/regional phases of the mentioned PCT application.

Country	Validated in (EP only)	Reference	Application number	Application date	Status
Australia		P81486AU00	19015/01	15-04-2002	granted 776044
Canada		P81486CA00	2,388,910	15-04-2002	pending
Japan		P81486JP00	2001-537352	15-04-2002	pending
United States of America		P81486US00	10/130,180	15-04-2002	granted 7,060,677
Europe		P81486EP00	00981916.0	15-04-2002	granted 1 228 097
	Belgium	P81486BEPP			
	Cyprus	P81486CYEP			
	Austria	P81486ATEP			
	Switzerland	P81486CHEP			
	Germany	P81486DEEP			
	Denmark	P81486DKEP			
	Spain	P81486ESEP			
	Finland	P81486FIEP			
	France	P81486FREP			
	Great Britain	P81486GBEP			
	Greece	P81486GREP			
	Ireland	P81486IEEP			
	Italy	P81486ITEP			
	Luxembourg	P81486LUEP			
	Monaco	P81486MCEP			
	The Netherlands	P81486NLEP			
	Portugal	P81486PTEP			
	Sweden	P81486SEEP			
	Turkey	P81486TREP			

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Table V: Renal failure

A priority founding application was filed on 30 January 2007 in Europe (EP 07101437.7; our ref. P79798EP00).

The application was filed in the name of AM-Pharma BV.

A search report is available.

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**Table VI: Modified phosphatases**

Priority founding applications have been filed on 27 April 2007 in Europe (07107176.5; our ref. P81058EP00) and in the United States of America (60/926,695; our ref. P81058US00).

The applications were filed in the name of AM-Pharma BV.



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**Table VII: Phos/dephos equilibrium**

Priority founding applications have been filed on 27 April 2007 in Europe (07107175.7; our ref. P81122EP00) and in the United States of America (60/926,447; our ref. P81122US00).

The applications were filed in the name of AM-Pharma BV.