# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Digilab, Inc.	01/07/2008

## RECEIVING PARTY DATA

Name:	Silicon Valley Bank	
Street Address:	3003 Tasman Drive	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	

### PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	6310686
Patent Number:	6870612
Patent Number:	6809812
Patent Number:	6744500
Patent Number:	6875616
Patent Number:	6483581
Patent Number:	7202044
Application Number:	11909491
Application Number:	11792963
Application Number:	11883133
Application Number:	60987901
Application Number:	60964238
Application Number:	10680087
Application Number:	11726160
Application Number:	10549141
	DATENT

PATENT

**REEL: 020403 FRAME: 0739** 

500447790

l.	
Application Number:	10497073
Application Number:	11632323
Application Number:	11445830
Application Number:	10585380
Application Number:	09242254
PCT Number:	US0721950
PCT Number:	US0717291

### **CORRESPONDENCE DATA**

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8010803
NAME OF SUBMITTER:	Christopher E. Kondracki

### **Total Attachments: 17**

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 7<sup>th</sup> day of January, 2008 by and between **DIGILAB, INC.**, a Delaware corporation, with offices at 120 Cedar Street, Canton, Massachusetts 02021 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender").

### **RECITALS**

- A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of January 7, 2008, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).
- **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 Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:
- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
  - (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, registered or unregistered, 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 secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, 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");

-1-

- (e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, 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) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (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, including, without limitation those set forth on **EXHIBIT E** attached hereto (collectively, the "Licenses"); and
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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. <u>Authorization and Request</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.
  - 3. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
  - (a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business and U.S. patent 6,744,500 which is co-owned by Stora Enso North America Corp.;
  - (b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound;
  - (c) During the term of this IP Agreement, Grantor shall provide written notice to Lender within ten (10) days of entering or becoming bound by any license or agreement which is reasonably likely to have a material impact on Borrower's business or financial condition (other than over-the-counter software that is commercially available to the public);
  - (d) 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;
  - (e) 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, except EPO0922226 which has been modified due to an opposition proceeding, and no claim has been made against Grantor that any part of the Intellectual Property Collateral violates the rights of any third party;
  - (f) Grantor shall promptly advise Lender 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;

- (g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender 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 Lender, which shall not be unreasonably withheld, unless Grantor determines that in its business judgment abandonment is appropriate;
- (h) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;
- (i) 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 Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;
- (j) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) 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 (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;
- (k) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.
- (I) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender'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; and
- (m) Except as otherwise specified herein, upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender 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 or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.
- 4. <u>Lender's Rights</u>. Lender 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 Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.
- 5. <u>Inspection Rights.</u> Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, 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 once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

### 6. Further Assurances; Attorney in Fact.

- (a) On a continuing basis, Grantor will, upon request by Lender, 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 Lender, to perfect Lender'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 Lender the grant or perfection of a security interest in all Intellectual Property Collateral.
- (b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender 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 Lender may reasonably request in order to maintain the perfection and priority of Lender'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, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender 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.
- (c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender 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; and
  - (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, to further perfect or protect Lender's interest in the Intellectual Property Collateral.
- 7. <u>Events of Default</u>. 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 any document from Grantor to Lender; 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, Lender shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender.

Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender 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 Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

- 9. <u>Indemnity</u>. Grantor agrees to defend, indemnify and hold harmless Lender 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 Lender as a result of or in any way arising out of, following or consequential to transactions between Lender 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 Lender's gross negligence or willful misconduct.
- 10. <u>Termination</u>. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.
- 11. <u>Course of Dealing</u>. 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. <u>Amendments.</u> This IP Agreement may be amended only by a written instrument signed by both parties hereto.
- 13. <u>Counterparts</u>. 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.
- Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of New York. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE STATE OF NEW YORK, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. <u>Confidentiality.</u> In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii)

to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

Name:

Title:\_\_\_\_\_

**EXECUTED** on the day and year first written above.

Address of Grantor:	GRANTOR:
120 Cedar Street Canton, Massachusetts	DIGILAB, INC.
	Ву:
	Name:
	Title:
	SILICON VALLEY BANK
	By:
	Name: Mark Starting
	Title:

### EXHIBIT "A"

### **COPYRIGHTS**

## **SCHEDULE A - ISSUED COPYRIGHTS**

**COPYRIGHT DESCRIPTION** 

REGISTRATION NUMBER

DATE OF **ISSUANCE** 

None.

# SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

FIRST DATE COPYRIGHT **DESCRIPTION** 

APPLICATION **NUMBER** 

DATE OF <u>FILING</u>

DATE OF **CREATION** 

OF PUBLIC **DISTRIBUTION** 

None.

# SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL

**GRANTOR IF** 

ORIGINAL AUTHOR

AUTHOR OR OWNER OF

COPYRIGHT IS

COPYRIGHT DATE OF DESCRIPTION CREATION FIRST DATE OF

OF COPYRIGHT IS DIFFERENT

DIFFERENT FROM

DISTRIBUTION

FROM GRANTOR

GRANTOR

PLS Program

10+ years

None

Ken Haber

## EXHIBIT "B"

## **PATENTS**

# Issued U.S. Patents

Patent No.	Issue Date	Title
6,310,686	October 30, 2001	Raman Probe With Spatial Filter And Semi- confocal Lens
6,870,612	March 22, 2005	Portable Spectral Imaging Microscope System
6,809,812	October 26, 2004	Spectral Analysis System With Moving Objective Lens
6,744,500	June 1, 2004	Identification of Materials Incusions In Pulp And Paper Using Raman Spectroscopy
6,875,616	April 5, 2005	Process For Determining The Status of An Organism of Peptide Measurement
6,483,581	November 19, 2002	Raman System For Rapid Sample Identification
7,202,044	April 10, 2007	Method For Detecting Progredient Chronic Dementia, And Corresponding Peptides And Detection Reagents

# Pending U.S. Patent Applications

Application No.	Filing Date	Title
11/909,491	September 24, 2007	Method To Identify And Characterize Prolyl Olig-Peptidase By Using Substrates and Products Thereof
11/792,963	June 11, 2007	Use of PTA Peptides For Stratification of Individuals Having Cancer
11/883,133	July 24, 2007	TIF-1-Beta Peptides and Nucleic Acids For Diagnosis And Therapy of Cancer And Colorectal Cancerous Disorders
60/987,901	November 14, 2007	Peptides of the Polymorphic Immunoglubuline Receptor (pIg-receptor, PIGR) And Their Use In Diagnosis And Therapy
60/964,238	August 10, 2007	A Functional Genomic Approach To Elucidating Precocious Coronary Artery Disease
10/680,087	October 6, 2003	Method For Detecting Chronic Dementia Diseases, And Corresponding VGF Peptides And Detectionn Reagents
11/726,160	March 20, 2007	Method For Detecting Progressive, Chronic Dementia Disease, And Corresponding

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-		Peptides And Detection Reagents
10/549,141	July 3, 2006	Method For Detecting Progressive, Chronic
		Dementia Disease, And Corresponding
		Peptides And Detection Reagents
10/497,073	October 26, 2004	Method For detecting Alzheimer's Disease
		And Differentiating Alzheimer's Disease
		From Other Demntial Diseases, Associated
		Peptides And the Use Thereof
11/632,323	January 12, 2007	Use of Standards For Monitoring
-		Alterations of Peptide and protein Samples
11/445,830	June 1, 2006	Method For Screening For Protease
		Modulators
10/585,380	July 6, 2006	Method And System For The Identification
		And Characterization of Peptides And Their
		Functional Relationships By Use of
		Measures of Correlation
09/242,254	August 13, 1997	Process For Determining The Status of An
	1	Organism By Peptide Measurement

# Pending Foreign Patents and Applications

Country	Application No.	International Filing Date	<u>Title</u>
wo	PCT/US07/21950	October 11, 2007	Peptidomics Technologies To Identify New PPAR-Regulated Proteins And Peptides Produced by Adipose Tissue
wo	PCT/IB06/004112	October 16, 2007	Biomarkers For Pre-form Of Type 2 Diabetes And Methods For Detecting The Presence Or Absence of A pre- Form of type 2 Diabetes
WO	PCT/US07/17291	August 1, 2007	Peptide Extraction – Method & Apparatus
WO	PCT/EP06/002733	March 23, 2006	Method To Identify And Characterize Prolyl Oligo-Peptidases By Using Substrates And Products Thereof
WO	PCT/EP06/008000	August 11, 2006	Method For Screening For Proteases And Their Substrates
EP	05706844.7	January 7, 2005	Methods And Systems For The Identification And Characterization of Peptides And Their Functional Relationships By Use of Measures Of Correlation
WO	PCT/EP06/009324	September 26, 2006	Method For Identifying Therapeutics Using Biomarkers Responsive To Thiazolidinediones
CA	2,590,196	December 9, 2005	Use of PTA Peptides For Stratification of Individuals Having

			Cancer
CA	2,595,464	January 24, 2006	TIF-1-Beta Peptides And Nucleic
			Acids For Diagnosis And Therapy of
			Cancer and Colorectal Cancerous
EP	07019077 6		Disorders
Cr	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
ATI	10000105		Measurement
AU	42988/97	August 13, 1997	Process For Determining The Status
	1		of An Organism By Peptide
CA	2.0/2.442		Measurement
CA .	2,263,443	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
- CONT	07100760 7		Measurement
CN	97198763.7	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
07	777.1000.401		Measurement
CZ	PV 1999-491	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
EA	199900196	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
DYL			Measurement
BY	199900196	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
~~~			Measurement
RU	199900196	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
IS	4971	August 13, 1997	Process For Determining The Status
*		İ	of An Organism By Peptide
· .			Measurement
.JP	10-509407	August 13, 1997	Process For Determining The Status
		İ	of An Organism By Peptide
DI	DAGA (A)		Measurement
PL	P331612	August 8, 1997	Process For Determining The Status
		***	of An Organism By Peptide
TITO			Measurement
WO	PCT/EP05/00090	January 7, 2005	Method And System For The
			Identification And Characterization
			of Peptides And Their Functional
			Relationships By Use of Measures of
<u> </u>	0.7-0.1-0		Correlation
CA	2,553,172	January 7, 2005	Method And System For The
			Identification And Characterization
			of Peptides And Their Functional
	•		Relationships By Use of Measures of
ED	057060415		Correlation
EP	05706844.7	January 7, 2005	Method And System For The
			Identification And Characterization
			of Peptides And Their Functional
			Relationships By Use of Measures of
			Correlation

JР	2006-548227	January 1, 2005	Method And System For The
			Identification And Characterization
			of Peptides And Their Functional
			Relationships By Use of Measures of
			Correlation
AT	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
BE	97918977.6	August 13, 1997	Process For Determining The Status
	1		of An Organism By Peptide
			Measurement
CH	97918977.6	August 13, 1997	Process For Determining The Status
		110, 15, 15,	of An Organism By Peptide
			Measurement
DE	97918977.6	August 13, 1997	
	37310377.0	August 15, 1997	Process For Determining The Status
			of An Organism By Peptide
DK	97918977.6	A	Measurement
DIC	3/3109//.0	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
TC.	07010077.6		Measurement
ES	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
FR	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
GB	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
ΙE	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
IT	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
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LU	97918977.6	August 13, 1997	Process For Determining The Status
	37710777.0	Rugust 15, 1991	
			of An Organism By Peptide
-NL	97918977.6	August 12 1007	Measurement
1417	3/3183/7.0	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
TYT	07010077.6		Measurement
PT	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
SE	97918977.6	August 13, 1997	Process For Determining The Status
			of An Organism By Peptide
			Measurement
WO	PCT/EP05/007684	July 14, 2005	Use of Standards For Monitoring
			Alterations of Peptide and protein
			Samples
CA	2,573,411	July 14, 2005	Use of Standards For Monitoring
		1 1, 2000	Alterations of Peptide and protein
			Samples

EP	05771895.9	July 14, 2005	Use of Standards For Monitoring Alterations of Peptide and protein Samples
JP	2007-520765	July 14, 2005	Use of Standards For Monitoring Alterations of Peptide and protein Samples
EP	06723712.3	March 24, 2006	Method To Identify And Characterize Prolyl Oligo-Peptidases By Using Substrates And Products

# EXHIBIT "C"

COUNTRY European Community	MARK	REG. NO.	REG. DATE
European Community	BIOVISION	001680503	November 6, 2002
European Community	PEPTIDOMICS	001274646	August 28, 2000
European Community	SPECTROMANIA	001835776	July 23, 2001
France	DIGILAB	1,264,443	March 4, 1984
Germany	BIOVISION	39815690	August 18, 1998
Germany	BIOVISION (& Design)	39981792	February 21, 2000
Germany	DIFFERENTIAL PEPTIDE	39945712	November 2, 1999
	DISPLAY		
Germany	DIGILAB	931,770	June 9, 1975
Japan	DIGILAB	1,266,818	May 2, 1977
Japan	DIGILAB	1,203,346	June 1, 1976
United States	BIOVISION	2,835,699	April 27, 2004
United States	BIOVISION	2,995,443	September 13, 2005
United States	BIOVISION (& Design)	2,797,432	December 23, 2003
United States	BIOVISION (& Design)	2,995,452	September 13, 2005
United States	DIFFERENTIAL PEPTIDE	2,641,178	October 22, 2002
	DISPLAY	<b>, ,</b>	2002
United States	DIGILAB	895,997	August 4, 1970
United States	PEPTIDOMICS	2,780,988	November 11, 2003
United States	SPECTROMANIA	2,781,068	November 11, 2003
	TRADEMARKS	~,, o x,000	140VCIIIDEI 11, 2005

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated January 7, 2008.

# EXHIBIT "D"

## MASK WORKS

MASK WORK **DESCRIPTION COUNTRY** 

SERIAL NO. REG. NO.

STATUS

None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated January 7, 2008.

# EXHIBIT "E"

## **LICENSES**

Topic	Type of license	Licensor	Licensee
Differential Peptide Display technology	Non-exclusive license for EP 0922226	DBVN	Roche Diagnostics
Biomarkers for Alzheimer's disease	Service contract with DBVN, (applications regarding VGF, OPN, C3f, SG1, CCK)	DBVN	Roche Diagnostics
MAT technology (desensitizing of allergic patients)	IP sold prior to insolvency by BioVisioN to Nextech Venture; certain IP-rights are granted back	DBVN	ImVisioN
Diabetes / DPP4	Service contract, which contains statements regarding IP-ownership; Novo Nordisk has filed a patent (WO_05118630) naming inventors from Novo as well as from BioVisioN	DBVN	Novo Nordisk
Lung cancer	In 2008 there is a deadline for Abbot to take or not take an option to certain biomarkers	DBVN	Abbot

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**RECORDED: 01/24/2008**