

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Timm Medical Technologies, Inc.	03/27/2008

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5083556
Patent Number:	5306227
Patent Number:	5421808
Patent Number:	5624378
Patent Number:	5643290
Patent Number:	6248059
Patent Number:	6705987
Patent Number:	5095895
Patent Number:	5244453
Patent Number:	D385629
Patent Number:	D398998
Patent Number:	D421652
Patent Number:	D420740

CORRESPONDENCE DATA

PATENT

500502874

REEL: 020733 FRAME: 0735

CH \$520.00 5083556

Fax Number: (212)446-4900

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Correspondent Name: Kirkland & Ellis LLP; Susan Zablocki

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Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

40946-40

NAME OF SUBMITTER:

Susan Zablocki

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made and entered into as of March 27, 2008 (the "Effective Date") by and between Timm Medical Technologies, Inc., a Delaware corporation (including its successors and assigns, "Grantor"), and Deutsche Bank Trust Company Americas, a New York banking corporation, (including its successors and assigns, "Grantee"), as U.S. collateral trustee pursuant to the Collateral Trust and Intercreditor Agreement, dated as of March 27, 2008 (as amended, supplemented or otherwise modified from time to time), by and between Plethora Solutions Holdings PLC, Plethora Therapeutics Limited, Grantor, ETV Capital S.A., Paul Royalty Fund Holdings II, Deutsche Trustee Company Limited and Grantee.

**WITNESSETH:**

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement, dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Patent Security Agreement for the purposes of filing;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to Grantee a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

- (a) all of the patents and patent applications, including those set forth on Schedule A hereto;
- (b) all issued patents, reissues, reexaminations, renewals, and extensions of the foregoing and any continuations, continuations-in-part or divisionals of the foregoing;
- (c) all rights to sue for past, present and future infringement of any such patent right, including the right to receive income, royalties and damages therefrom; and
- (d) to the extent not otherwise included, all products and proceeds of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the first priority security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Grantee whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the

Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT**. Grantor shall give Grantee prompt notice in writing of any additional patents or applications therefor after the date hereof that are included in the Patent Collateral. Grantor hereby authorizes Grantee unilaterally to modify this Patent Security Agreement by amending Schedule A to include any such future patents or applications therefor of Grantor and to make all filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the first security interest granted by Grantor to Grantee in the Patent Collateral. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Patent Collateral, whether or not listed on Schedule A.

6. **GOVERNING LAW**. This Patent Security Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

7. **COUNTERPARTS; EFFECTIVENESS**. This Patent Security Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. This Patent Security Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

8. **CONSTRUCTION**. When a reference is made in this Patent Security Agreement to Sections, Subsections, Annexes or Schedules, such reference shall be to a Section, Subsection, Annex or Schedule to this Patent Security Agreement unless otherwise indicated. The terms "Patent Security Agreement," "herein," "hereto," "hereof" and words of similar import shall, unless the context otherwise requires, mean this Patent Security Agreement, as amended, supplemented or otherwise modified from time to time. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." No party hereto shall be or be deemed to be the drafter of this Patent Security Agreement for the purposes of construing this Patent Security Agreement against any other party. The headings and captions in this Patent Security Agreement are for convenience and reference purposes only and shall not be considered a part of or affect the construction or interpretation of any provision of this Patent Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR:

**TIMM MEDICAL TECHNOLOGIES, INC.**

By: B.D. Holt  
Name: Brad Holt  
Title: Chief Financial Officer

GRANTEE:

**DEUTSCHE BANK TRUST COMPANY AMERICAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR: TIMM MEDICAL TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

GRANTEE: DEUTSCHE BANK TRUST COMPANY AMERICAS

By:		
Name:	LOUIS BODN	SUE KIM
Title:	VICE PRESIDENT	ASSOCIATE

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

**SCHEDULE A**  
**Patents and Patent Applications**

**U.S Patents**

<b>Country</b>	<b>Patent No.</b>
United States	5,083,556
United States	5,306,227
United States	5,421,808
United States	5,624,378
United States	5,643,290
United States	6,248,059
United States	6,705,987
United States	5,095,895
United States	5,244,453
United States	D385,629
United States	D420,740
United States	D398,998
United States	D421,652

**Foreign Patents**

<b>Country</b>	<b>Patent No.</b>
Germany	M9607990.8
Germany	M9508868.7
Spain	138555
Spain	136267
France	965769
France	956212

Country	Patent No.
Italy	69896