

07-02-2008



103511782

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

6-30-08

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

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

**2. Name and address of receiving party(ies)**  
Name: Vogen Funding, L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 10 South Wacker Drive, Suite 1340  
City: Chicago  
State: IL  
Country: US Zip: 60606

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) May 16, 2008

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

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s)  
11/352,298; 11/421,903; 11/609,443; 60/866,921

B. Patent No.(s)  
7,218,385

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Chris Lambert  
Internal Address: \_\_\_\_\_  
Street Address: 180 North LaSalle Street, Suite 3700  
City: Chicago  
State: IL Zip: 60601  
Phone Number: 312-281-1116  
Fax Number: 312-264-2574  
Email Address: clambert@hmrblaw.com

**6. Total number of applications and patents involved:** 5

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

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  6/11/2008  
Signature Date

Christopher J. Lambert  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made and entered into on May 11, 2008, by and between Vogen Funding, L.P., a Delaware limited partnership and a federal licensee under the Small Business Investment Act of 1958, as amended ("Secured Party"), and Centice Corporation, a Delaware corporation ("Pledgor").

### WITNESSETH:

WHEREAS, Pledgor has entered into that certain Loan Agreement, dated the date hereof (as amended from time to time, the "Loan Agreement") with Secured Party, pursuant to which Secured Party has agreed to extend credit to Pledgor.

WHEREAS, Pledgor has entered into that certain Security Agreement dated the date hereof (as amended from time to time, the "Security Agreement"), pursuant to which Pledgor has granted to Secured Party a security interest in all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, to secure the Liabilities (as defined in the Loan Agreement) of Pledgor under the Loan Agreement.

WHEREAS, Secured Party has required as a condition, among others, to entering into the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities thereunder, that the Pledgor execute and deliver this Agreement to Secured Party.

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

1. Definitions. Capitalized terms not defined herein shall have the meanings given to them in the Security Agreement.

2. Security Interest in Patents and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Liabilities, Pledgor hereby grants to Secured Party, for the benefit of Secured Party, a security interest, with power of sale to the extent permitted by applicable law, on all of Pledgor's now owned or existing or hereafter acquired or arising:

(a) patents, registered patents, and patent applications, including, without limitation, the patents, registered patents, and patent applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future

infringements or dilutions thereof, and (iv) all of Pledgor's rights corresponding thereto throughout the world (collectively, the "Patents"); and

(b) rights under or interests in any patent license agreements with any other party in connection with any of the Patents or such other party's Patents and registered patents and patent applications, whether Pledgor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (collectively, the "Licenses");

provided, that nothing contained in this Agreement shall grant Secured Party any interest in any of Pledgor's rights under, collectively, (i) that certain License Agreement, dated July 30, 2004, by and between Borrower and Duke University and (ii) that certain Option Agreement dated July 30, 2004 between Borrower and Duke University, as the same may be amended from time to time, and any Intellectual Property subject thereto (the "Duke License").

3. New Patents and Licenses. Pledgor hereby represents and warrants to Secured Party that (i) Schedule A sets forth all of the Patents owned by Pledgor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Pledgor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Pledgor to any other Person in such Patents and Licenses. Pledgor hereby agrees that if, prior to the termination of this Agreement, Pledgor shall obtain rights to any new Patents, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Pledgor shall promptly furnish written notice thereof to Secured Party together with information sufficient to permit Secured Party, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Pledgor shall execute and deliver, with regard to any Patents, any agreements, instruments and documents that Secured Party may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Patents, and Pledgor hereby appoints Secured Party, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Pledgor.

4. Royalties. Pledgor hereby agrees that the use by Secured Party of the Patents and Licenses as authorized hereunder shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Pledgor; provided, that any royalties or proceeds from the Patents and Licenses paid to Secured Party by a third party shall be applied to Pledgor's Liabilities to Secured Party.

5. Termination of Secured Party's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Liabilities, this Agreement shall terminate. Following such termination, Secured Party shall, upon the request of Pledgor, execute a written release confirming the termination and any and all other documents reasonably requested by Pledgor or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

6. Duties of the Pledgor. Pledgor shall (i) use commercially reasonable efforts to prosecute any Patent, if any, that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable patents as Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Pledgor's rights in the Patents and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

7. Future Agreements. Pledgor agrees that, until all of the Liabilities have been paid in full and Secured Party terminates this Agreement, it will not enter into any agreements, including, without limitation, any license agreements, which is inconsistent with Pledgor's obligations hereunder, without Secured Party's prior written consent; provided, that the foregoing shall not in any way prohibit Pledgor from granting licenses or sublicenses in its ordinary course of business.

8. Secured Party's Right to Sue. After the occurrence and during the continuation of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents or Licenses and, if the Secured Party shall commence any such suit, Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Pledgor and Secured Party and no failure or delay on the part of Secured Party to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Documents or under any other agreement, shall operate as a waiver of any of Secured Party's rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Documents or under any other agreement.

10. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Pledgor and Secured Party.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Secured Party with respect to the Patents or Licenses, whether established hereby, by any other

agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Pledgor hereby appoints Secured Party and all Persons as Secured Party may designate, in its sole and absolute discretion, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement, the Security Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to Secured Party, for the benefit of Secured Party, and its nominees. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor. Pledgor shall not assign its obligations hereunder without Secured Party's prior written consent.

13. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the Loan Agreement.

14. Duty of Secured Party. Secured Party shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Patents or Licenses. Without limiting the generality of the foregoing, Secured Party shall not be under any obligation to take any action necessary or preserve rights in the Patents or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Liabilities secured hereby.

15. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Waiver of Jury Trial. COMPANY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS SECURITY AGREEMENT, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION WITH THE TERM LOAN OR (II) ARISING FROM THE TRANSACTIONS CONTEMPLATED BY THE LOAN AGREEMENT, THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. Jurisdiction and Venue. COMPANY IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THE LOAN AGREEMENT, THIS SECURITY AGREEMENT OR THE TERM LOAN SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. COMPANY HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. COMPANY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING.

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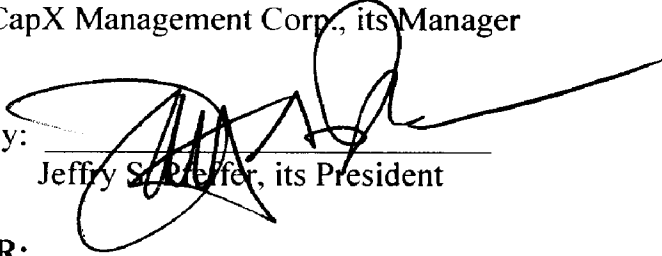
IN WITNESS WHEREOF, the parties hereby have duly executed this Patent Security Agreement as of the date first written above.

**SECURED PARTY:**

**VOGEN FUNDING, L.P.**

By: Vogen Funding GP, LLC, its General Partner

By: CapX Management Corp., its Manager

By:   
Jeffrey S. Pfeffer, its President

**PLEDGOR:**

**CENTICE CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

On this \_\_\_ day of May, 2008 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Pledgor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereby have duly executed this Patent Security Agreement as of the date first written above.

**SECURED PARTY:**

**VOGEN FUNDING, L.P.**

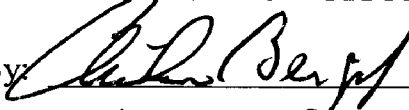
By: Vogen Funding GP, LLC, its General Partner

By: CapX Management Corp., its Manager

By: \_\_\_\_\_  
Jeffrey S. Pfeffer, its President

**PLEDGOR:**

**CENTICE CORPORATION**

By: 

Name: Arthur Bergens

Title: CFO

On this 16 day of May, 2008 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Pledgor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
Notary Public



**Schedule A  
to  
Patent Security Agreement**

Patents

<b>US Patent &amp; Application Details</b>	
1	US Patent No. 7,218,395 – Rapid pharmaceutical verification and identification system. This patent was issued on May 15, 2007. This patent is assigned to Centice.
2	US Publication No. 2007-0188749 A1 (11/352,298) – Spatially patterned substrates for chemical and biological sensing. This application was filed on February 13, 2006 and will be assigned to Centice.
3	US Publication No. 2007-0165220 A1 (11/421,903) – Structured coded aperture fiber bundles. This application was filed on June 2, 2006 and will be assigned to Centice.
4	US Application No. 11/609,443 – Pharmaceutical Verification Network. This non-provisional application was filed on December 12, 2006 and will be assigned Centice.
5	US Application No. 60/866,921 – A Method and Apparatus for Reconstructing Optical Spectra in a Static Multimode Spectrometer. This provisional application was filed on November 22, 2006 and will be assigned Centice.

**PCT Applications (WIPO)**

No.	Title	Pub. Date	Assignee
1	Rapid Pharmaceutical Verification and Identification System (CNT0019-PCT)  PCT/US2006/036612 (filed 20-Sep-2006)	Pending	OPTOPO INC. D/B/A. CENTICE CORP

**Schedule B  
to  
Patent Security Agreement**

Licenses

None.

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## WITNESSETH:

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WHEREAS, Pledgor has entered into that certain Security Agreement dated the date hereof (as amended from time to time, the "Security Agreement"), pursuant to which Pledgor has granted to Secured Party a security interest in all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, to secure the Liabilities (as defined in the Loan Agreement) of Pledgor under the Loan Agreement.

WHEREAS, Secured Party has required as a condition, among others, to entering into the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities thereunder, that the Pledgor execute and deliver this Agreement to Secured Party.

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

1. Definitions. Capitalized terms not defined herein shall have the meanings given to them in the Security Agreement.

2. Security Interest in Patents and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Liabilities, Pledgor hereby grants to Secured Party, for the benefit of Secured Party, a security interest, with power of sale to the extent permitted by applicable law, on all of Pledgor's now owned or existing or hereafter acquired or arising:

(a) patents, registered patents, and patent applications, including, without limitation, the patents, registered patents, and patent applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future

infringements or dilutions thereof, and (iv) all of Pledgor's rights corresponding thereto throughout the world (collectively, the "Patents"); and

(b) rights under or interests in any patent license agreements with any other party in connection with any of the Patents or such other party's Patents and registered patents and patent applications, whether Pledgor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (collectively, the "Licenses");

provided, that nothing contained in this Agreement shall grant Secured Party any interest in any of Pledgor's rights under, collectively, (i) that certain License Agreement, dated July 30, 2004, by and between Borrower and Duke University and (ii) that certain Option Agreement dated July 30, 2004 between Borrower and Duke University, as the same may be amended from time to time, and any Intellectual Property subject thereto (the "Duke License").

3. New Patents and Licenses. Pledgor hereby represents and warrants to Secured Party that (i) Schedule A sets forth all of the Patents owned by Pledgor as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Pledgor as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Pledgor to any other Person in such Patents and Licenses. Pledgor hereby agrees that if, prior to the termination of this Agreement, Pledgor shall obtain rights to any new Patents, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Pledgor shall promptly furnish written notice thereof to Secured Party together with information sufficient to permit Secured Party, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Pledgor shall execute and deliver, with regard to any Patents, any agreements, instruments and documents that Secured Party may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Patents, and Pledgor hereby appoints Secured Party, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Pledgor.

4. Royalties. Pledgor hereby agrees that the use by Secured Party of the Patents and Licenses as authorized hereunder shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Pledgor; provided, that any royalties or proceeds from the Patents and Licenses paid to Secured Party by a third party shall be applied to Pledgor's Liabilities to Secured Party.

5. Termination of Secured Party's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Liabilities, this Agreement shall terminate. Following such termination, Secured Party shall, upon the request of Pledgor, execute a written release confirming the termination and any and all other documents reasonably requested by Pledgor or the United States Patent and Trademark Office or any similar office or agency in any state, province or county, in connection with such termination.

6. Duties of the Pledgor. Pledgor shall (i) use commercially reasonable efforts to prosecute any Patent, if any, that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable patents as Pledgor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Pledgor's rights in the Patents and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

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8. Secured Party's Right to Sue. After the occurrence and during the continuation of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents or Licenses and, if the Secured Party shall commence any such suit, Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse Secured Party for all costs and expenses incurred by Secured Party in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Pledgor and Secured Party and no failure or delay on the part of Secured Party to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Documents or under any other agreement, shall operate as a waiver of any of Secured Party's rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Documents or under any other agreement.

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agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and during the continuance of an Event of Default, Pledgor hereby appoints Secured Party and all Persons as Secured Party may designate, in its sole and absolute discretion, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement, the Security Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to Secured Party, for the benefit of Secured Party, and its nominees. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor. Pledgor shall not assign its obligations hereunder without Secured Party's prior written consent.

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15. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Waiver of Jury Trial. COMPANY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (I) UNDER THIS SECURITY AGREEMENT, THE LOAN AGREEMENT, THE OTHER LOAN DOCUMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY BE DELIVERED IN THE FUTURE IN CONNECTION WITH THE TERM LOAN OR (II) ARISING FROM THE TRANSACTIONS CONTEMPLATED BY THE LOAN AGREEMENT, THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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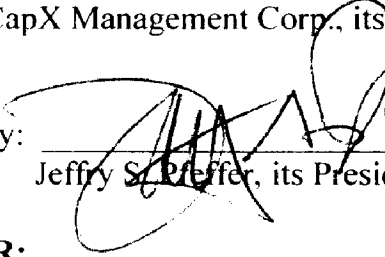
IN WITNESS WHEREOF, the parties hereby have duly executed this Patent Security Agreement as of the date first written above.

**SECURED PARTY:**

**VOGEN FUNDING, L.P.**

By: Vogen Funding GP, LLC, its General Partner

By: CapX Management Corp., its Manager

By:  Jeffrey S. Pfeffer, its President **COPIED**

**PLEDGOR:**

**CENTICE CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

On this \_\_\_ day of May, 2008 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Pledgor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the parties hereby have duly executed this Patent Security Agreement as of the date first written above.

**SECURED PARTY:**

**VOGEN FUNDING, L.P.**

By: Vogen Funding GP, LLC, its General Partner

By: CapX Management Corp., its Manager

By: \_\_\_\_\_  
Jeffrey S. Pfeffer, its President

**PLEDGOR:**

**CENTICE CORPORATION**

By: Arthur Berghoff  
Name: ARTHUR BERGHOFF  
Title: CFO

**COPY**

On this 16 day of May, 2008 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Pledgor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Robert J. [Signature]  
Notary Public

**Schedule A  
to  
Patent Security Agreement**

Patents

<b>US Patent &amp; Application Details</b>	
1	US Patent No. 7,218,395 – Rapid pharmaceutical verification and identification system. This patent was issued on May 15, 2007. This patent is assigned to Centice.
2	US Publication No. 2007-0188749 A1 (11/352,298) – Spatially patterned substrates for chemical and biological sensing. This application was filed on February 13, 2006 and will be assigned to Centice.
3	US Publication No. 2007-0165220 A1 (11/421,903) – Structured coded aperture fiber bundles. This application was filed on June 2, 2006 and will be assigned to Centice.
4	US Application No. 11/609,443 – Pharmaceutical Verification Network. This non-provisional application was filed on December 12, 2006 and will be assigned Centice.
5	US Application No. 60/866,921 – A Method and Apparatus for Reconstructing Optical Spectra in a Static Multimode Spectrometer. This provisional application was filed on November 22, 2006 and will be assigned Centice.

**PCT Applications (WIPO)**

No.	Title	Pub. Date	Assignee
1	Rapid Pharmaceutical Verification and Identification System (CNT0019-PCT)  PCT/US2006/036612 (filed 20-Sep-2006)	Pending	OPTOPO INC. D/B/A. CENTICE CORP

**Schedule B  
to  
Patent Security Agreement**

Licenses

None.

06-13-2008



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HORWOOD MARCUS & BERK  
Chartered

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6-11-08

June 11, 2008

**BY EXPRESS MAIL**

Mail Stop Assignment Recordation Services  
Director of the USPTO  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

**Re: Security Agreement U.S. Patent No. 7,218,395, and Application Nos. 11/352,298; 11/421,903; 11/609,443 and 60/866,921**

OFFICE OF PUBLIC RECORDS  
JUN 11 AM 10:03  
FINANCE SECTION

Dear Madame/Sir:

Enclosed for filing are the following:

1. An original and photocopy of a Patent Security Agreement by and between Vogen Funding, L.P. and Centice Corporation in connection with the above referenced patent and patent applications.
2. A check in the amount of \$200.00 made payable to the Commissioner of Patents in payment for the filing fees associated with the Patent Security.
3. A return receipt postcard.

Upon arrival, please date stamp the enclosed **return receipt postcard** and return it to me as addressed. Following the filing of the Patent Security Agreement, please return a "file stamped" copy to me within the inserted envelope.

Please contact me with any questions.

Best regards,

Christopher J. Lambert  
Corporate Paralegal

06/12/2008 DBYRNE 00000056 7218395  
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Encls

cc: Joji Takada, Esq.

477898/1/3358.026

RECORDED: 06/11/2008

PATENT  
REEL: 021194 FRAME: 0494