

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
Nucleonics, Inc.	07/11/2008

RECEIVING PARTY DATA

Name:	New Enterprise Associates 10, Limited Partnership
Street Address:	1119 St. Paul Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202

Name:	S.R. One, Limited
Street Address:	161 Washington Street
Internal Address:	Suite 500, Eight Tower Bridge
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428-2077

Name:	OFCO Club IV
Street Address:	c/o Odlander, Fredrikson & Co AB
Internal Address:	Strandvagen 5B
City:	Stockholm
State/Country:	SWEDEN
Postal Code:	SE-114 51

Name:	HealthCap IV KB
Street Address:	Strandvagen 5B
City:	Stockholm
State/Country:	SWEDEN
Postal Code:	SE-114 51

PATENT

500661224

REEL: 021602 FRAME: 0423

OP \$1120.00 10009234

Name:	HealthCap IV, L.P.
Street Address:	c/o Health Cap IV, GP S.A.
Internal Address:	18 Avenue d'Ouchy
City:	Lausanne
State/Country:	SWITZERLAND
Postal Code:	CH-1006

Name:	HealthCap IV BIS, L.P.
Street Address:	c/o Health Cap IV, GP S.A.
Internal Address:	18 Avenue d'Ouchy
City:	Lausanne
State/Country:	SWITZERLAND
Postal Code:	CH-1006

Name:	Burrill Life Sciences Capital Fund, L.P.
Street Address:	One Embarcadero Center, Suite 2700
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

Name:	Burrill Indiana Life Sciences Capital Fund, L.P.
Street Address:	One Embarcadero Center, Suite 2700
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

Name:	Quaker BioVentures, L.P.
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2868

Name:	Quaker BioVentures Tobacco Fund, L.P.
Street Address:	Cira Centre, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2868

Name:	POSCO BioVentures I, L.P.
Street Address:	2121 Palomar Airport Road, Suite 300

City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92009

PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	10009234
Application Number:	10836856
Application Number:	10949845
Application Number:	11606550
Application Number:	10920965
Application Number:	11638734
Application Number:	10977537
Application Number:	11638809
Application Number:	11333672
Application Number:	12106649
Application Number:	10062707
Application Number:	10762395
Application Number:	10560377
Application Number:	10547256
Application Number:	11660937
Application Number:	10829747
Application Number:	12034541
Application Number:	10425006
Application Number:	11542291
Application Number:	10513708
Application Number:	10522962
Application Number:	10531349
Application Number:	10773735
Application Number:	10780450
Application Number:	10897361
Application Number:	10912438
Application Number:	10916043
Application Number:	11606590

CORRESPONDENCE DATA

**PATENT**  
**REEL: 021602 FRAME: 0425**

Fax Number: (215)979-1020

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

Phone: 215-979-1255

Email: swapicelli@duanemorris.com

Correspondent Name: Samuel W. Apicelli

Address Line 1: Duane Morris LLP

Address Line 2: 30 S 17th Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

D8022-00012

NAME OF SUBMITTER:

Samuel W. Apicelli

Total Attachments: 7

source=PatentSecurityAgreement#page1.tif

source=PatentSecurityAgreement#page2.tif

source=PatentSecurityAgreement#page3.tif

source=PatentSecurityAgreement#page4.tif

source=PatentSecurityAgreement#page5.tif

source=PatentSecurityAgreement#page6.tif

source=PatentSecurityAgreement#page7.tif

## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT ("Agreement") is made and entered into as of July 11, 2008 between Nucleonics, Inc., a Delaware corporation, with a principal place of business at 13 Summit Square Center #305, Langhorne, Pennsylvania 19047-1098 (hereinafter referred to as "Patent Owner") and the persons and entities, severally and not jointly listed on Schedule A attached hereto (collectively, the "Investors").

WHEREAS Patent Owner and the Investors having entered into two Note Purchase Agreements dated as of May 30, 2008 and July 11, 2008 (the "Note Agreements"), which relate to, at least in part, the intellectual property of Patent Owner, and wherein all of the terms and conditions of the aforesaid Note Agreements are hereby incorporated herein by reference; and

WHEREAS the Investors require a separate recordable document memorializing their security interest in and to all of the patents and applications listed in Schedule B hereto (the "Patents");

NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest in Patents. To secure the complete and timely payment and satisfaction of all of its obligations to the Investors under the Note Agreements, Patent Owner hereby grants and conveys to the Investors a security interest in and to the inventions and Patents, including, without limitation, all reissues or reexamines, and all proceeds thereof (such as, by way of example, license fees and royalties, sale price and proceeds of infringement suits) and all rights owned by Patent Owner corresponding thereto throughout the world.

2. Future Patents. The Patent Owner authorizes the Investors to modify this Agreement by amending Schedule B to include any newly filed applications for patent or newly issued patents.

NUCLEONICS, INC.

By: 

Name: Richard Fitzgerald  
Title: Vice President and  
Chief Financial Officer

## **SCHEDULE A**

### **Investor Name and Address**

New Enterprise Associates 10, Limited Partnership  
1119 St. Paul Street  
Baltimore, MD 21202

S.R. One, Limited  
161 Washington Street  
Suite 500, Eight Tower Bridge  
Conshohocken, PA 19428-2077

OFCO Club IV  
c/o Odlander, Fredrikson & Co AB  
Strandvägen 5B  
SE-114 51 Stockholm, Sweden

HealthCap IV KB  
Strandvägen 5B  
SE-114 51 Stockholm, Sweden

HealthCap IV, L.P.  
c/o Health Cap IV, GP S.A.  
18 Avenue d'Ouchy  
CH-1006 Lausanne, Switzerland

HealthCap IV BIS, L.P.  
c/o Health Cap IV, GP S.A.  
18 Avenue d'Ouchy  
CH-1006 Lausanne, Switzerland

Burrill Life Sciences Capital Fund, L.P.  
One Embarcadero Center, Suite 2700  
San Francisco, CA 94111

Burrill Indiana Life Sciences Capital Fund, L.P.  
One Embarcadero Center, Suite 2700  
San Francisco, CA 94111

Quaker BioVentures, L.P.  
Cira Centre, 2929 Arch Street  
Philadelphia, PA 19104-2868

Quaker BioVentures Tobacco Fund, L.P.  
Cira Centre, 2929 Arch Street  
Philadelphia, PA 19104-2868

POSCO BioVentures I, L.P.  
2121 Palomar Airport Road, Suite 300  
Carlsbad, CA 92009

**SCHEDULE B**

<u>Patent Application Serial No.</u>	<u>Date of Filing</u>	<u>Reel/Frame</u>
US 10/009,234	2002-10-20	012594/0067 and 12828/0928
US 10/836,856	2004-04-30	
US 10/949,845	2004-09-24	
US 11/606,550	2006-11-30	
US 10/920,965	2004-08-18	
US 11/638,734	2006-12-14	
US 10/977,537	2004-10-29	
US 11/638,809	2006-12-14	
US 11/333,672	2006-01-17	
US 12/106,649	2008-04-21	
US 10/062,707	2002-01-31	
US 10/762,395	2004-01-22	
US 10/560,377	2004-06-10	
US 10/547,256	2006-05-12	017654/0070
US 11/660,937	2005-08-23	020610/0530
US 10/829,747	2004-04-22	015339/0274
US 12/034,541	2008-02-20	
US 10/425,006	2003-04-28	
US 11/542,291	2006-10-03	
US 10/513,708	2004-11-08	016306/0894
US 10/522,962	2005-01-31	016313/0637
US 10/531,349	2005-04-15	

**ABANDONED FILINGS**

<u>Patent Application Serial No.</u>	<u>Date of Filing</u>	<u>Reel/Frame</u>
US 10/773,735	2004-02-06	
US 10/780,450	2004-02-13	
US 10/897,361	2004-07-22	
US 10/912,438	2004-08-05	
US 10/916,043	2004-08-11	
US 10/920,965	2004-08-18	
US 10/949,845	2004-09-24	
US 10/977,537	2004-10-29	
US 11/333,672	2006-01-17	
US 11/606,590	2006-11-30	
US 10/062,707	2002-01-31	013545/0719
US 10/425,006	2003-04-28	015919/0756

## FOREIGN FILINGS

<u>Patent Application Serial No.</u>	<u>Date of Filing</u>	<u>Reel/Frame</u>
--------------------------------------	-----------------------	-------------------

### Australia

AU 44721/00 A	2000-11-02	
AU 14735/02	2002-01-31	
AU 2007203335	2007-07-18	
AU 2004263832	2004-06-10	
AU 2004214954	2004-02-24	
AU 2005289633	2005-09-26	
AU 2005319306	2005-12-20	
AU 2002348372	2002-10-22	
AU 2003266014	2003-05-06	
AU 2003274906	2003-07-31	
AU 2003284323	2003-10-20	

### Brazil

BR P10009884-1	2000-04-09	
BR P10411219-9	2004-06-10	

### Canada

CA 2370628	2000-04-19	
CA 2369944	2002-01-31	
CA 2528510	2004-06-10	
CA 2517235	2004-02-24	
CA 2577519	2005-08-23	
CA 2581224	2005-09-26	
CA 2592099	2005-12-20	
CA 2536026	2004-08-20	
CA 2464464	2002-10-22	
CA 2487274	2003-05-06	
CA 2502649	2003-10-20	

### China

CN 2008006369	2000-04-19	
---------------	------------	--

CN 2004080022894.9	2004-06-10
CN 200580036240.6	2005-08-23

Germany

DE 60214877.4	2002-10-22
---------------	------------

European Patent

EP 00926145.4	2000-04-19
EP 02250681.0	2002-01-31
EP 1631670 A2	2006-03-08
EP 04776661.3	2004-06-10
EP 04714072.8	2004-02-24
EP 05810305.2	2005-08-23
EP 05813245.7	2005-09-26
EP 05854816.5	2005-12-20
EP 04816815.7	2004-08-20
EP 02782194.1	2002-10-22
EP 03747676.9	2003-05-06
EP 03759185.6	2003-07-31
EP 03776504.7	2003-10-20
EP 04760157.0	2004-04-22

India

IN 5572/DELNP/2005	2005-01-12
IN 857/KOLNP/2007	2005-08-23

Israel

IL 145778	2000-04-19
IL 172268	2004-06-10

Japan

JP 2000-612443	2000-04-19
JP 2007-098266	2007-04-04
JP 2006-533810	2004-06-10
JP 2007-530052	2005-08-23
JP 2007-533698	2005-09-26

JP 2007-548393	2005-12-20
JP 2006-524062	2004-08-20
JP 2004-501585	2003-05-06
JP 2004-524259	2003-07-31

Korea

KR 10-2001-7013385	2001-01-19
KR 10-2007-7028009	2007-11-30

Panama

PA/a/2001 010618

Singapore

SG 200507781-3	2004-06-10
SG 200704437-3	2007-06-15