



103527915

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

80-2-01

1. Name of conveying party(ies)
BLUE HERON BIOTECHNOLOGIES, INC.
A DELAWARE CORPORATION

2. Name and address of receiving party(ies)
Name: **VENCORE SOLUTIONS LLC**
Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) **JULY 24, 2008**
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: **4500 SW KRUSE WAY**
SUITE 350
City: **LAKE OSWEGO**
State: **OR**
Country: **USA** Zip: **97035**
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
10/104,986 MARCH 22, 2002
60/390,522 JUNE 20, 2002
60/400,574 AUGUST 4, 2003
10/816,459 APRIL 1, 2004

B. Patent No.(s)
6,664,112
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: **VENCORE SOLUTIONS LLC**
Internal Address: _____
Street Address: **4500 SW KRUSE WAY**
SUITE 350
City: **LAKE OSWEGO**
State: **OR** Zip: **97035**
Phone Number: **503-699-4997**
Fax Number: **503-675-3136**
Email Address: **KISEH@Vencorecapital.com**

6. Total number of applications and patents involved: **5**
7. Total fee (37 CFR 1.21(h) & 3.41) \$ **200.00**
 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 **18002/0000 AVENUE 00000034 10104986**
Authorized User Name _____ 200.00

9. Signature: **KISEH POND**
Signature
Name of Person Signing

Date: **SEPT. 29, 2008**
Total number of pages including cover sheet, attachments, and documents: **7**

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 **INCLUDING CHECK**

VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035
(503) 699-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 24th, 2008 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Blue Heron Biotechnology, Inc., a Delaware Corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").


This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

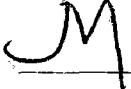
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IP Security Agreement

Confidential

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 (initials of J. Fess)

 (initials of J. Mulligan)

PATENT
REEL: 021630 FRAME: 0306

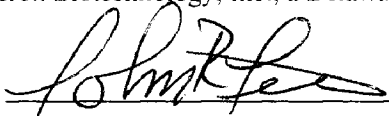
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

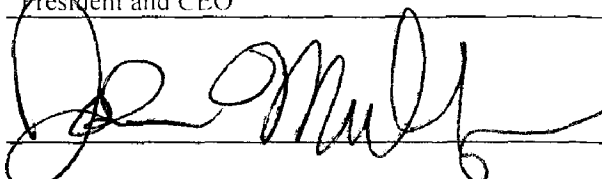
Address of Grantor:

Blue Heron Biotechnology, Inc., a Delaware Corporation

22310 20th Avenue SE, Suite 100
Bothell, WA 98021
Attention: John Fess

By: 
Name: John Fess

Title: President and CEO

By: 
Name: John Mulligan, Ph.D.

Title: Chairman and Chief Science Officer


LENDER:

Address of Lender:

VENCORE SOLUTIONS LLC,
a Delaware Limited Liability Company

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

By: _____
Name: _____
Title: _____

 (initials of J. Fess)

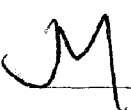
 (initials of J. Mulligan)

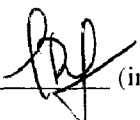
EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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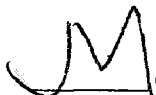
Not Applicable

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(initials of J. Fess)



(initials of J. Mulligan)

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EXHIBIT B


PATENTS

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Methods for Improving the Sequencing Fidelity of Synthetic Double Strand Oligonucleotides	6,664,112	December 16, 2003
Method and System for Polynucleotide Synthesis	10/104,986	March 22, 2002
Solid Phase Methods for Polynucleotide Production	60/390,522	June 20, 2002
Methods for Synthesis of Defined Polynucleotides	60/400,574	August 4, 2003
Error Reduction in Automated Gene Synthesis	10/816,459	April 1, 2004

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 (initials of J. Fess)

 (initials of J. Mulligan)


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EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Blue Heron	76/200,868	January 25, 2001
VectorReady	77/346,170	December 6, 2007
GeneMaker	76/064,193	June 6, 2000

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