

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CHROMAGEN VISION, LLC	06/29/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MOXAHELA ENTERPRISES, LLC
<b>Street Address:</b>	3201 ENTERPRISE PARKWAY SUITE 410
<b>City:</b>	Beachwood
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44122
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6089712
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)583-7087
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2165837086
<b>Email:</b>	ecaja@ulmer.com
<b>Correspondent Name:</b>	Edward F Caja
<b>Address Line 1:</b>	1660 West 2nd Street Suite 1100
<b>Address Line 4:</b>	Cleveland, OHIO 44113-1448
<b>ATTORNEY DOCKET NUMBER:</b>	29836-2
<b>NAME OF SUBMITTER:</b>	Edward F. Caja

**Total Attachments: 8**  
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## Security Agreement

Dated: June 29, 2007

ChromaGen Vision LLC, a limited liability company formed under the laws of the State of Delaware, having an address of The Atrium at Rae Park, 8 John Walsh Blvd., Peekskill, New York (the "Debtor"), hereby agrees in favor of Moxahela Enterprises, LLC, having an address of 3201 Enterprise Parkway, Suite 410, Beachwood, Ohio 44122 (the "Secured Party"), as follows:

1. In consideration of a loan granted to Debtor in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), granted by Secured Party to Debtor and evidenced, in part, by a certain Promissory Note of even date herewith (the "Note") to acquire the Collateral, Debtor hereby grants to Secured Party a security interest in, a continuing lien upon and a right of set-off against, and Debtor hereby assigns to Secured Party, the Collateral described in Paragraph 2, to secure the payment, performance and observance of the Note (being herein referred to as the "Obligations").

2. The Collateral is the interests listed in Schedule A annexed hereto and made a part hereof and all proceeds thereof including insurance proceeds.

3. Debtor warrants, represents and covenants that:

(a) the chief and other places of business of Debtor, the books and records relating to the Collateral and the Collateral are located at the addresses set forth below and Debtor will not change any of the same without prior written notice to and consent of Secured Party;

(b) the Collateral is and will be used in Debtor's business;

(c) the Collateral is now, and at all times will be, owned by Debtor free and clear of all liens, security interests, claims and encumbrances;

(d) Debtor will not assign, sell, mortgage, lease, transfer, pledge, grant a security interest in or lien upon, encumber, or otherwise dispose of or abandon, nor will Debtor suffer or permit any of the same to occur with respect to, any part or all of the Collateral, without prior written consent of Secured Party;

(e) Debtor has made, and will continue to make payment or deposit or otherwise provide for the payment, when due, of all taxes, assessments or contributions required by law which have been or may be levied or assessed against Debtor, whether with respect to any of the Collateral, to any wages or salaries paid by Debtor, or otherwise, and will deliver to Secured Party, on demand, certificates or other evidence satisfactory to Secured Party attesting thereto;

(f) Debtor will use the Collateral for lawful purposes only, with all reasonable care and caution and in conformity with all applicable laws, ordinances and regulations;

(g) Secured Party shall at all times have free access to and right of inspection of the Collateral and any records pertaining thereto (and the right to make extracts from and to receive from Debtor originals or true copies of such records and any papers and instruments relating to any or all of the Collateral upon request therefor) and Debtor hereby grants to Secured Party a security interest in all such records, papers and instruments to secure the payments, performance and observance of the Obligations;

(h) There are no claims, litigation, legal or other proceedings pending or threatened against the Debtor or any unsatisfied judgments or liens against the any asset or property of Debtor.

(i) Debtor will, at its expense, perform all acts and execute all documents requested by Secured Party at any time to evidence, perfect maintain and enforce Secured Party's primary security interest in the Collateral or otherwise in furtherance of the provisions of this Security Agreement;

(j) Debtor assumes all responsibility and liability arising from the use of Collateral;

(k) upon request of Secured Party, at any time and from time to time, Debtor shall, at its sole cost and expense, execute and deliver to Secured Party one or more financing statements pursuant to the UCC, documents to register the security interest granted hereby with the United States Patent and Trademark Office, and one or more applications for certificate of title and any other papers, documents or instruments requested by Secured Party in connection with this Security Agreement, and Debtor hereby authorizes Secured Party to execute and file at any time or times, one or more financing statements in any relevant jurisdiction including the United States Patent and Trademark Office, with respect to all or any apart of the Collateral;

(l) Secured Party may, in its discretion, for the account and expense of Debtor, pay any amount or do any thing required of Debtor hereunder or requested by Secured Party to preserve, protect, maintain or enforce the Obligations, protect the Collateral or the primary security granted herein, and which Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtor and shall be payable on demand together with interest at the highest then rate payable on any of the Obligations;

(m) Debtor will promptly pay Secured Party for all any and all sums, costs, and expenses which Secured Party may pay or incur pursuant to the provisions of this Security Agreement or in defending, protecting or enforcing the security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereto, including but not limited to all courts costs, collection charges, travel, and reasonable attorney's fees (limited to 15% of the outstanding Obligations where permitted by applicable law), all of

which, together with interest at a rate equal to the highest rate then payable on the Note, shall be part of the Obligations and be payable on demand;

(n) All financial statements delivered or otherwise provided to Secured Party by Debtor have been prepared in accordance with GAAP consistently applied throughout the periods involved, are true and correct in all material respects, and present fairly the financial condition of the Debtor as of the applicable date(s) of such financial statements.

(o) The execution and delivery of this Agreement and the Note by Debtor and the performance by Debtor of the transactions and obligations contemplated hereby and thereby have been duly authorized by all necessary actions on the part of Debtor. This Agreement and the Note have been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms.

(p) None of the documents or information delivered to Secured Party in connection with the transactions contemplated by this Agreement and the Note contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

(q) at any time Secured Party may assign, transfer and deliver to any transferee any of the Obligations, and any or all of the Collateral, whereupon Secured Party shall be fully discharged from all responsibility and the transferee shall be vested with all powers and rights of Secured Party hereunder with respect thereto, but Secured Party shall retain all rights and powers with respect to any Collateral not assigned, transferred or delivered.

4. The occurrence of any one or more of the following events shall constitute an event of default ("Default") by Debtor under this Security Agreement:

(a) Intentionally Omitted.;

(b) if Debtor or any obligor, maker, endorser, acceptor, surety or guarantor of, or any party to, any party to, any of the Obligations or the Collateral (the same, including Debtor, being collectively referred to herein as "Obligors") shall default in the punctual payment of any sum payable with respect to, or in the observance or performance of any of the terms and conditions of, any Obligations or this Security Agreement or the Collateral or any other agreement between any Obligor and Secured Party;

(c) if any warranty, representation or statement of fact made to Secured Party at any time by or on behalf of Debtor is false or misleading in any material respect when made;

(d) in the event of loss, theft, substantial damage to or destruction of any of the Collateral, or the making or filing of any lien, levy, or execution on, or seizure, attachment of or garnishment of, any of the Collateral;

(e) if any of the Obligors (being a natural person) or any general partner of an Obligor which is a partnership, shall die or (being a partnership or corporation) shall be

dissolved, or if any of the Obligors (if a corporation) shall fail to maintain its corporate or similar existence in good standing;

(f) if any of the Obligors shall become insolvent (however defined or evidenced) or commit an act of bankruptcy or make an assignment for the benefit of creditors, or make or send notice of an intended bulk transfer, or if there shall be convened a meeting of the creditors or principal creditors of any of the Obligors or if a committee of creditors is appointed for any of them;

(g) if there shall be filed by or against any of the obligors any petition for any relief under the bankruptcy laws of the United States now or hereafter in effect or under any insolvency, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction now or hereafter in effect (whether at law or equity);

(h) if the usual business of any of the Obligors shall be terminated or suspended;

(i) if any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be commenced against, or with respect to any property of, any of the Obligors;

(j) if any petition or application to any court of tribunal, at law or in equity, be filed by or against any of the Obligors for the appointment of any receiver or trustee for any of the Obligors or any part of the property of any of them; or

(k) If Debtor assigns this Agreement or the Note, or if any of the assets of Debtor or any Obligor serving as security for this Note are conveyed, sold, leased, transferred, assigned or further encumbered in any way, except as expressly permitted by this Agreement, the Note or by the prior written consent of Secured Party.

5. Upon the occurrence of any Default and at any time thereafter, Secured Party may, without notice to or demand upon Debtor, declare any or all Obligations of Debtor immediately due and payable and Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all rights and remedies of a secured party under the UCC, or of Secured Party under the Obligations, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

(a) Secured Party may at any time and from time to time, with or without judicial process or the aid and assistance of others, enter upon any premises in which any of the Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral;

(b) dispose of any part or all of the Collateral on any premises of Debtor;

(c) require Debtor to assemble and make available to Secured Party at the expense of Debtor any part of all of the Collateral at any place and time designated by Secured Party which is reasonably convenient to both parties;

(d) remove any part or all of the Collateral from any premises on which any part may be located for the purpose of effecting sale or other disposition thereof (and if any of the Collateral consists of motor vehicles, Secured Party may use Debtor's license plates); and

(e) sell, resell, lease, assign and deliver, grant options for or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing, at public or private sale or proceedings or otherwise, by one or more contracts, in one or more parcels, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such place(s) and time(s) and to such persons, firms or corporations as Secured Party deems best, all without demand for performance or any notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition, Debtor hereby agrees that the sending of ten calendar days' notice by ordinary mail, postage prepaid, to any address of Debtor set forth in this Security Agreement of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof.

If any of the Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same and in such event Secured Party may resell such Collateral. Secured Party may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Secured Party may buy at private sale and may make payment therefore by any means. Secured Party may, at its option, complete the manufacture of any of the inventory included in the Collateral and, for this purpose, may use any premises and manufacturing facilities of the Debtor and any licenses, patents, trademarks and other rights available to the Debtor, all without cost (as against the Debtor). Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorney's fees (not less than 15% of the outstanding Obligations where permitted by law) and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or enforce this Security Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Security Agreement; and then to the Obligations in such order and as to principal or interest as Secured Party may desire; and Debtor shall remain liable and will pay Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid, with any surplus to be paid to Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

6. To effectuate the terms and provisions hereof, Debtor hereby designates and appoints Secured Party and its designees or agents as attorney-in-fact of Debtor, irrevocably and with power of substitution, with authority to endorse the name of Debtor on any notes,

acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into Secured Party's possession; to sign the name of Debtor on any invoices, documents, drafts against and notices to account debtors or obligors of Debtor, assignments and requests for verification of accounts; to execute proofs of claim and loss; to execute any endorsements, assignments, or other instruments of conveyance or transfer; to adjust and compromise any claims under insurance policies; to execute releases; and to do all other acts and things necessary and advisable in the sole discretion of Secured Party to carry out and enforce this Security Agreement. All acts of said attorney or designee are hereby ratified and approved and said attorney or designee shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

7. Secured Party shall have no obligation or duty with respect to any part or all of the Collateral, of any nature or kind, or any matter or proceedings arising out of or relating thereto, including, without limitation, any obligation or duty to take any action to collect, preserve or protect its or Debtor's rights in the Collateral, but the same shall be at Debtor's sole risk at all times. Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Security Agreement, the Obligations, the use of the Collateral and/or any actions taken or omitted to be taken by Secured Party with respect thereto, and Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands. Secured Party's prior recourse to any part or all of the Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations. No act, failure or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any Default or right or remedy which it may have shall operate as a waiver of any other Default, right or remedy or of the same Default, right or remedy on a future occasion. Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any of the Obligations or the Collateral, and any and all other notices and demands whatsoever (except as expressly provided herein). Debtor agrees to pay, on demand, all out-of-pocket expenses incurred by Secured Party in connection with the negotiation, execution, perfection, consummation and enforcement of this Security Agreement, the Obligations, and the transactions contemplated hereunder and thereunder, including but not limited to the fees and expenses of counsel to Secured Party.

8. In the event of any litigation, with respect to any matter connected with this Security Agreement, the Obligations or the Collateral, DEBTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY AND ALL DEFENSES, RIGHTS OF SETOFF AND RIGHTS TO INTERPOSE COUNTERCLAIMS OF ANY NATURE.

9. Debtor hereby irrevocably consents to the jurisdiction of the Courts of the State of Ohio and of any Federal Court located in Cuyahoga County, Ohio in connection with any action or proceeding arising out of or relating to the Obligations, this Security Agreement or the Collateral, or any document or instrument delivered with respect to any of the Obligations. Debtor hereby waives personal service of any summons, complaint or other process in connection with any such action or proceeding and agrees that the service thereof may be made by certified or registered mail directed to Debtor at any place of business set forth below, or at

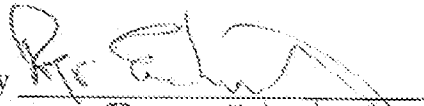


such other address as Debtor may designate by written notification by certified or registered mail directed to and received by Secured Party at its office set forth in the financing statements filed hereunder (or if no such financing statements have been filed, at the office of Secured Party at which is located the officer in direct supervision of the within security interest). Debtor so served shall appear or answer to such summons, complaint or other process within thirty days after the mailing thereof. Should Debtor so served fail to appear to answer within said thirty-day period, Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount or such other relief as may be demanded in any summons, complaint or other process so served. In the alternative, in its discretion, Secured Party may effect service upon Debtor in any other form or manner permitted by law. All terms herein shall have the meanings as defined in the UCC, unless the context otherwise requires.

10. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Security Agreement and to such provision, and executed by the party to be charged. The execution and delivery of this Security Agreement has been authorized by the Debtor and by any necessary vote or consent of Debtor. This Security Agreement and all Obligations shall be binding upon the successors and assigns of Debtor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, its successors, endorsees and assigns. This Security Agreement and the Obligations shall be governed in all respects by the laws of the State of Ohio. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Secured Party is authorized to annex hereto any schedules referred to herein. Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF, the undersigned has executed or caused this Security Agreement to be executed the date first above set forth.

CHROMAGEN VISION LLC

By   
Name: Roger Eichenholtz  
Title: Managing Director & CEO

Chief Place of Business: The Atrium at Rae Park, 8 John Walsh Blvd., Peekskill, New York

## SCHEDULE A

(a) As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.