# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Virxsys Corporation	02/24/2009

### **RECEIVING PARTY DATA**

Name:	OSV Global Strategy Fund, Ltd.		
Street Address:	c/o OSV Partners, 3 Parkland Drive		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		

#### PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	5885806
Patent Number:	5888767
Patent Number:	6114141
Patent Number:	6168953
Patent Number:	6207426
Patent Number:	6232120
Patent Number:	6410257
Patent Number:	6498033
Patent Number:	6627442
Patent Number:	6835568
Patent Number:	6013487
Patent Number:	6083702
Patent Number:	6280978
Patent Number:	7094399
Patent Number:	7399753
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PATENT REEL: 022320 FRAME: 0364 ESSESOR

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Application Number:	10841291
Application Number:	10328643
Application Number:	10664331
Application Number:	10627940
Application Number:	11011264
Application Number:	10839118
Application Number:	11506390
Application Number:	10847728
Application Number:	11172147
Application Number:	11424637
Application Number:	10898748
Application Number:	11040634
Application Number:	11041155
Application Number:	11141447
Application Number:	11193682
Application Number:	11199917
Application Number:	11245835
Application Number:	11245907
Application Number:	11256585
PCT Number:	US0619709
PCT Number:	US0129976

#### **CORRESPONDENCE DATA**

Fax Number: (212)480-8421

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

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Correspondent Name: Beth H. Alter/Seward & Kissel LLP

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NAME OF SUBMITTER: Beth H. Alter

**Total Attachments: 4** 

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Agreement"), effective as of the 9th day of January, 2009, is between VIRXSYS CORPORATION, a Delaware corporation ("BORROWER"), and OSV GLOBAL STRATEGY FUND, LTD., a Cayman Islands corporation ("SECURED PARTY").

#### WITNESSETH:

WHEREAS, BORROWER and SECURED PARTY have entered into that certain Security and Intercreditor Agreement dated as of January 9, 2009 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, BORROWER has granted to SECURED PARTY a security interest in the Collateral including, without limitation, all current and future intellectual property, including but not limited to, patents and patent rights, to secure performance and payment of the Indebtedness.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BORROWER hereby grants to SECURED PARTY a security interest in all of BORROWER's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Collateral covered by the Security Agreement, is in confirmation of the security interest granted under the Security Agreement: (1) each patent and patent application, including, without limitation, those set forth on Schedule I attached hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof; (2) each patent license and agreement; and (3) all rights and privileges with respect to the foregoing and all proceeds of the foregoing and substitutions therefor.

The security interest contained in this Agreement is granted in conjunction with the security interests granted to the SECURED PARTY pursuant to the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted under the Security Agreement. BORROWER hereby acknowledges and affirms that the rights and remedies of SECURED PARTY with respect to the security interests 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 herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, BORROWER has caused this Agreement to be executed as of the \_\_\_\_\_\_ day of February, 2009.

VIRXSYS CORPORATION

By: //www.

Title: EUP

STATE OF <u>Mary land</u> ) ss.
COUNTY OF <u>Mary goinery</u> )

On this An day of February, 2009, before me appeared Gerard F. Fleury, to me personally known and known to me to be the person who executed the foregoing Agreement; and who being by me duly sworn, did depose and say that she/he is texterior Vice President of VIRXSYS CORPORATION, that she/he is duly authorized to sign this Agreement on behalf of said company, and unto me acknowledged said Agreement to be the free act and deed of said company.

My Commission Expires November 10, 2009 Mathewa C. Afalle 2/24/09 Notary Public

## **SCHEDULE I**

## **Issued Patents**

Issue Date	Patent Number	Title
March 1999	5,885,806	Methods To Prepare Conditionally Replicating Viral Vectors
March 1999	5,888,767	Method Of Using Conditionally Replicating Viral Vectors To Express A Gene
September 2000	6,114,141	Methods To Express Genes From Viral Vectors
January 2001	6,168,953	Genetic Antiviral Agents And Methods For Their Use
March 2001	6,207,426	Conditionally Replicating Viral Vectors And Their Use
May 2001	6,232,120	Methods To Inhibit Replication Of Infective Virus
June 2002	6,410,257	Methods To Determine The Function Of A Gene Using Conditionally Replicating Viral Vectors
December 2002	6,498,033	HIV-Based Vectors That Express Any Heterologous Genetic Payload From The HIV-LTR Promoter
September 2003	6,627,442	Methods For Stable Transduction Of Cells With HIV- Derived Viral Vectors
December 2004	6,835,568	Regulated Nucleic Acid And Expression System
January 2000	6,013,487	Chimeric RNA Molecules Generated by Trans-Splicing
July 2000	6,083,702	Methods and Compositions For Use In Spliceosome Mediated RNA Trans-Splicing
August 2001	6,280,978	Methods and Compositions For Use In Spliceosome Mediated RNA Trans-Splicing
August 2006	7,094,399	Use of Spliceosome Mediated RNA Trans-Splicing To Confer Cell Selective Replication To Adenoviruses
July 15, 2008	7,399,753	Trans-Splicing Mediated Photodynamic Therapy

# **U.S. Pending Patent Applications**

Filing Date	Publication Number	Title
May 2004	US20040202999	Viral Vectors And Host Cells And Methods Of Making And Using Them
December 2002	US20040224404	Conditionally Replicating Viral Vectors And Their Use
September 2003	US20040062756	Methods For A Stable Transduction Of Cells With Viral Vectors
July 2003	US20040203017	High-Throughput Methods For Identifying Gene Function Using Lentiviral Vectors
September 2000	WO02/24897	Conditionally replicating vectors and methods for their production and use
December 2004	US20060121579	Regulated Nucleic Acid Expression System
May 2004	US20050123514	Increased Transduction Using ABC Transporter Substrates And/Or Inhibitors
May 2004	US20050257277	Regulation Of Transcription With Cis-Acting Ribozyme
August 2006	U520060281128	Trans-Complementing, Replication Deficient Lentiviral Vectors And Methods For Making And Using Them
May 2006	WO06/127585	Transduction of primary cells
June 2005	US20060003452	Vector Packaging Cell Line
June 2006	US20070036783	Antibody Complexes
July 2004	US20060154257	Screening Method For Identification Of Efficient Pre- Trans-Splicing Molecules
January 2005	US20060234247	Correction Of Alpha-l-Antitrypsin Genetic Defects Using Spliceosome Mediated RNA Trans-Splicing
January 2005	US20060177933	Expression Of Apoa-1 And Variants Thereof Using Spliceosome Mediated RNA Trans-Splicing
May 2005	US20060194317	Expression Of Apoa-1 And Variants Thereof Using Spliceosome Mediated RNA Trans-Splicing
July 2005	US20060094110	Use Of Spliceosome Mediated RNA Trans-Splicing For Immunotherapy
August 2005	US20060134658	Use Of RNA Trans-Splicing For Generation Of Interfering RNA Molecules
October 2005	US20060160182	Use Of RNA Trans-Splicing For Antibody Gene Transfer And Antibody Polypeptide Production
October 2005	US20060172381	Targeted Trans-Splicing Of Highly Abundant Transcripts For In-Vivo Production Of Recombinant Proteins
October 2005	US20060246422	Methods and Compositions For Use In Spliceosome Mediated RNA Trans-Splicing

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**RECORDED: 02/25/2009**