

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT				
CONVEYING PARTY DATA					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">Name</td> <td style="text-align: center; padding: 5px;">Execution Date</td> </tr> <tr> <td style="padding: 5px;">Cerno Biosciences, LLC</td> <td style="padding: 5px;">03/15/2003</td> </tr> </table>	Name	Execution Date	Cerno Biosciences, LLC	03/15/2003	
Name	Execution Date				
Cerno Biosciences, LLC	03/15/2003				
RECEIVING PARTY DATA					
Name:	Daniel Amory				
Street Address:	188 Pine Street				
City:	Portland				
State/Country:	MAINE				
Postal Code:	04102				
Name:	Eliot Cutler				
Street Address:	1172 Shore Road				
City:	Cape Elizabeth				
State/Country:	MAINE				
Postal Code:	04107				
PROPERTY NUMBERS Total: 5					
Property Type	Number				
Application Number:	11475548				
Application Number:	11475833				
Application Number:	11033030				
Application Number:	11052545				
Application Number:	12275676				
CORRESPONDENCE DATA					
Fax Number:	(617)832-7000				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	617-832-1000				
Email:	lsimoglou@foleyhoag.com				

CH \$200.00 11475548

**500812774**

**PATENT**  
**REEL: 022425 FRAME: 0886**

Correspondent Name: Foley Hoag LLP  
Address Line 1: 155 Seaport Blvd.  
Address Line 4: Boston, MASSACHUSETTS 02210-2600

ATTORNEY DOCKET NUMBER:	CEA-00402, 502, 702, 902
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NAME OF SUBMITTER:	Lori Simoglou
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**Total Attachments: 20**

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## SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of the 15th day of March, 2003 between **CERNO BIOSCIENCES, LLC**, a Maine limited liability company ("Debtor" or the "Borrower"), and **DANIEL AMORY** ("Amory"), an individual with a residence at 188 Pine Street, Portland, Maine 04102, and **ELIOT CUTLER** ("Cutler"), an individual with a residence at 1172 Shore Road, Cape Elizabeth, Maine 04107 (collectively with Amory, the "Secured Party").

### WITNESSETH:

WHEREAS, Debtor agreed to borrow from Amory an amount not to exceed \_\_\_\_\_ and to borrow from Cutler an amount not to exceed \_\_\_\_\_ (the "Loans") represented, respectively, by a Promissory Note in the original principal amount of \_\_\_\_\_ from Debtor to Amory (the "Amory Note") and a Promissory Note in the original principal amount of \_\_\_\_\_ from Debtor to Cutler (the "Cutler Note"); the Amory Note and the Cutler Note are referred to hereinafter together with any and all amendments or modifications thereto, substitutions therefor, and renewals, extensions and rearrangements thereof, and any Loans Documents executed in connection therewith, collectively, as the "Notes";

WHEREAS, the obligation of the Secured Party to make the Loans, in their discretion, is subject to the condition, among others, that Debtor shall execute and deliver this Agreement and grant the security interests hereinafter described; and

NOW, THEREFORE, in consideration of the willingness of the Secured Party to make the Loans and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest in Collateral. As security for the Secured Obligations described in section 2 hereof, Debtor hereby grants to the Secured Party a present and continuing security interest in and valid lien on all of the Debtor's assets, including without limitation the assets set out below, together with any and all additions and accessions thereto, replacements, proceeds (including without limitation insurance proceeds) and products thereof, and substitutions therefor, wherever the same may be located and whether now existing or hereafter arising or acquired (hereinafter referred to collectively as the "Collateral"):

a. all of Debtor's equipment, including all equipment, machinery, furniture, fixtures, trade fixtures, goods, computer hardware and software, motor vehicles, rolling stock and all other tangible personal property of Debtor other than Inventory, any parts or accessions for any of the foregoing, and all documents evidencing Debtor's title to any of the foregoing, all whether now owned or hereafter acquired and wherever located, as well

as Debtor's right, title and interest in and to any such goods and equipment as may now or hereafter be held or used by Debtor under any lease, lease purchase, conditional sales, use or other agreements pursuant to which Debtor is or may become entitled to the use or possession thereof, with any and all other rights and benefits flowing from or under or in respect of such agreements, all as may be used or useful in connection with the ownership and/or operation of Debtor's business, and any operations incidental to or associated with the same, or otherwise; and

b. all of Debtor's inventory, whether now owned or hereafter acquired, including without limitation all goods, merchandise and other personal property of every type held by and intended for sale, use or lease by Debtor or to be furnished by Debtor under contracts of service, and all raw materials, work-in-process, finished goods, materials and other supplies of every nature used or usable in connection with the packing, shipping, advertising, selling, leasing or furnishing of the foregoing, including all goods used or consumed in Debtor's business, and also all goods of said description that are in transit, and all returned, rejected goods of said description and all documents (whether or not negotiable) relating thereto; and

c. any and all of Debtor's rights to payments for goods sold or leased or for services rendered whether or not evidenced by instruments or chattel paper and whether or not earned by performance, including without limitation all accounts, accounts receivable, instruments, chattel paper, any other obligations or indebtedness owed to the Debtor from whatever source arising, all rights of Debtor to receive any payments in money or in kind, and further including without limitation all right, title and interest in and to any and all goods, and/or inventory which give rise to any of the foregoing, and any security for any of the foregoing, and any cash or non-cash proceeds thereof, whether now existing or hereafter arising; and

d. all of Debtor's other tangible or intangible personal property of every type or nature not described above, including without limitation, all present and future contract rights (including without limitation any and all rights of Debtor as lessor or lessee under any real property or equipment leases arising from time to time), deposit accounts, investment property, Patents, patent applications, Trademarks, all registrations or letters patent issued or applied for (now or hereafter) with respect to the Trademarks and Patents and renewals thereof in the United States and any state thereof (the "Registrations"), trade names (including Debtor's corporate name and all assumed names), trade secrets, Copyrights, Goodwill, computer programs, customer lists, business records, licenses, sublicenses, notes, money, instruments, bills, drafts, chattel paper, acceptances, general intangibles, choses in action, rights to tax refunds, and all debts, obligations and liabilities in whatever form, owing to Debtor from any person, firm or corporation, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Debtor, and all guaranties and security therefor, all of Debtor's rights as an unpaid vendor or lienor, including the rights of stoppage in transit, replevin and reclamation, and all

monies, securities and other property (and any proceeds thereof), now or hereafter held or received by or in transit to the Secured Party from Debtor, whether for safekeeping, pledge, custody, transmission, collection or otherwise and all credits and balances of Debtor at any time existing with the Secured Party.

For purposes of this Agreement:

"Agreement" means this Agreement, including all exhibits hereto.

"Copyrights" means any copyright, copyright registration and applications for such registration, all subject matter related to such copyrights, in any and all forms, and all copyrights and applications for registration of copyrights related to such copyrights.

"Goodwill" means the goodwill of the businesses connected with the use of (or associated with) and symbolized by the Trademarks, as well as all other goodwill.

"Patents" means all patents, all inventions and subject matter related to such patents, in any and all forms, and all patents and applications for patents related to such patents, including, but not limited to, the patents and applications listed on Exhibit C attached hereto, all inventions and all subject matter related to such patents, in any and all forms, and all patents and applications for patents related to such patents, including those patents and applications listed on Exhibit C attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Trademarks" means all trade names, trademarks, and service marks, in any and all forms, and all trade names, trademark and service mark registrations and applications for registration related to such trademarks, trade names and service marks, including, but not limited to, the registered trade names, trademarks, and service marks listed on Exhibit C attached hereto, and all applications for registration of trade names, trademarks, and service marks, including those applications listed on Exhibit C attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. Obligations Secured by the Collateral. The security interest hereby granted in the Collateral shall secure the due and punctual payment and performance of the following liabilities and obligations of Debtor (hereinafter called the "Secured Obligations" and each individually a "Secured Obligation"):

a. Payment of principal of, premium, if any, and interest on the Notes and any modifications or amendments thereto, renewals or extensions thereof or substitutions therefor;

b. Performance or payment of any and all other obligations of Debtor to the Secured Party under the Notes and the loan documents executed in connection with the Notes (collectively, the "Loans Documents") or under any agreement or instrument relating thereto, as the same may be amended from time to time;

3. Authorization and Request. Debtor authorizes and requests that the Register of Copyrights and the Commission of Patents and Trademarks record this Agreement.

4. Special Representations, Warranties and Covenants of Debtor. Debtor hereby warrants and covenants to the Secured Party that:

a. The chief executive office of Debtor and all of Debtor's additional places of business, if any, and the location of all the Collateral are listed in Exhibit A attached hereto. Debtor warrants that its true and correct corporate name is Cerno Biosciences, LLC; that it is and shall remain organized under the laws of the State of Maine; and that it will not change its domicile or merge or consolidate with any other entity without first giving 30 days prior written notice to Secured Party. Debtor will not change its chief executive office or any other place of business or the location of any Collateral without at least 30 days' prior written notice to the Secured Party.

b. Debtor shall not sell or otherwise dispose of any of the Collateral or any interest therein, except for dispositions of inventory in the ordinary course of its business.

c. Debtor shall keep the Collateral in good order and repair, and adequately insure the Collateral at all times in accordance with the provisions of the Note and shall maintain and/or operate such Collateral in compliance with all laws, and with all regulations, ordinances, or contractual undertakings governing the same.

d. Debtor shall pay or cause to be paid promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments contested in good faith by appropriate proceedings promptly initiated and diligently conducted, and provided that Debtor shall make such payment reserves or other appropriate provision therefor, if any, as shall be required by generally accepted accounting principles, and shall discharge the same prior to the attachment of any lien or encumbrance.

e. Debtor will promptly execute and deliver to the Secured Party such financing statements, certificates and other documents or instruments as may be necessary to enable the Secured Party to perfect or from time to time renew the security interest granted hereby, including without limitation such financing statements, certificates of title and other documents as may be necessary to perfect a security interest in any additional property or rights hereafter acquired by Debtor or in any replacements or proceeds thereof. Debtor grants Secured Party an irrevocable power coupled with an interest to execute on Debtor's behalf and in Debtor's name financing statements and amendments thereto, as well as any mortgages or other filings with the patent office, necessary to perfect, renew or enforce the security interest granted in this Agreement.

f. Debtor shall immediately notify the Secured Party of any material loss in the value of the Collateral, other than losses resulting from ordinary depreciation or amortization taken in accordance with generally accepted accounting principles.

g. To the extent that the indebtedness of Debtor to the Secured Party evidenced by the Note and secured by this Agreement, or other value furnished by the Secured Party to or for the benefit of Debtor, shall be used for the purchase of Collateral, the security interest created under the terms of this Agreement and such Collateral shall be deemed a purchase money security interest.

h. Debtor is not now, and as a result of this transaction will not be, insolvent.

i. The Debtor will not conduct its business hereafter under any other trade name or trade style and will not change its name or its legal status except upon 30 days prior written notice to the Secured Party.

j. All records pertaining to the Collateral are or will continue to be Debtor's chief executive office. The Collateral or any part thereof is of a type for which a certificate of title is issuable under the laws of the United States or of any state, Debtor will, upon request from the Secured Party, cause a statement of the Secured Party's security interest to be noted thereon and will cause such certificate to be delivered to the Secured Party forthwith after its issuance.

k. The Borrower is and shall hereafter remain the owner of the collateral free from any adverse attachments, liens, security interests or other encumbrances with the exception of the security interest granted hereby and such other permitted encumbrances and liens specified in the Note. Debtor has the right and authority to grant, bargain, sell, assign and transfer the collateral and will warrant and defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein except as aforesaid. No financing statements have been filed with respect to the Collateral other than such as relate to the security interest created hereby or any security interest specifically listed in the Note.

l. Debtor shall maintain casualty insurance coverage on the Collateral in such amounts and of such types as may be requested by the Secured Party and in any event at least in such amounts and of such types as are ordinarily carried by similar businesses. All such insurance policies shall contain a provision whereby they cannot be canceled except after 30 days written notice to the Secured Party and provide the Secured Party as a holder of a lien on the Collateral and shall be payable to the Secured Party and Borrower as their interests may appear. Borrower shall immediately notify Secured Party of any event causing loss or depreciation in value of any of the Collateral. Secured Party may act as the attorney for the Debtor with an irrevocable power to obtain, adjust, settle and cancel such insurance and/or any claims arising thereunder, in endorsing any drafts or checks issued with respect thereto. In the event of any failure of the Debtor to provide insurance as herein required, the Secured Party may at its option (but without any obligation) obtain and/or maintain insurance coverage with respect to the Collateral, without waiving any event of default by the Debtor and any sums expended by the Secured Party in procuring such insurance shall be deemed a secured obligation which is secured hereunder by the Collateral. The Secured Party may apply the proceeds of any insurance against the secured obligations, whether or not the same have matured, in such order of application as the Secured Party may determine.

m. The Debtor shall take adequate care of the Collateral, reasonable wear and tear excepted, as required by law for its regular use, cause the equipment to be duly licensed and registered; pay all costs necessary to obtain, preserve and enforce this security interest and to collect and preserve the Collateral including but not limited to taxes, assessments, repairs, rent, storage costs and expenses of sales; assist the Secured Party in complying with the Federal Assignment of Claims Act, where necessary to enable the Secured Party to become an assignee under that Act; take all necessary steps to preserve the liability of the account debtors, obligors and secondary parties whose obligations are part of the Collateral; immediately transfer possession of all instruments, documents, chattel paper which are part of the Collateral to the Secured Party or as to those hereafter acquired immediately following acquisition; perfect a security interest in goods covered by chattel paper which is part of the Collateral.

n. Exhibit C, as applicable, sets forth a true and complete list of all Registrations in the United States Patent and Trademark Office and related state filings owned by the Debtor as of the date hereof.

o. On the date hereof, the Debtor has no interest in any Copyright that is material to the operation of the Debtor's existing and anticipated business and that are registered or subject to any application for registration, and the Debtor does not believe, after appropriate review of all relevant facts and circumstances, that any registration or filing with respect to any interest the Debtor may have in any property which may

constitute Copyrights is material to the operation of the Debtor's existing and anticipated business.

p. The Debtor will promptly notify the Secured Party whenever the Debtor gains or acquires any interest in any intellectual property, including, without limitation, Patents, Copyrights, or Trademarks, not referenced in Exhibit C to this Agreement.

5. Fixtures. It is the intention of the parties hereto that none of the Collateral shall become fixtures and Debtor will take all reasonable action or actions as may be necessary to prevent the Collateral from becoming fixtures. Without limiting the generality of the foregoing, Debtor will obtain waivers of lien or disclaimers with respect to any interest in the Collateral, in form satisfactory to the Secured Party, from each lessor and owner of real property on which any of the Collateral is or is to be located.

6. Events of Default. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (herein called "Events of Default"):

a. The occurrence of Default or Event of Default under the Notes, the Loans Documents (as defined in the Notes) or any other agreement between Debtor and the Secured Party, or any other material agreement or instrument issued by or by and between Debtor and any third party, and such default shall continue beyond the expiration of the applicable period of grace, if any; or

b. Any material representation or warranty made by Debtor shall be false or incorrect when made or if Debtor shall breach or fail to perform or discharge any covenant or obligations made herein; or

c. The loss, theft, substantial damage, destruction, sale, encumbrance to or on the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

If any Event of Default shall occur pursuant hereto, then, or at anytime thereafter, Secured Party may declare all Secured Obligations to be in default, whereupon such Secured Obligations shall become due and payable, without notice, protest, presentment, or demand, all of which are expressly waived by Debtor, in addition to and not in any respect in limitation of any other rights or remedies granted to Secured Party hereunder, under the Loans Documents (including the Security Documents and the Note), in any other agreement or document executed in connection therewith or under applicable law.

7. Rights of Secured Party on Default -- General.

a. The Secured Party shall also have the rights and remedies of a secured party under the Maine Uniform Commercial Code or under any other applicable law, including

the right to take possession of the Collateral, and in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to all parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give Debtor at least ten (10) days' prior written notice by registered or certified mail or as otherwise provided in 13 below, at the address of Debtor set forth above (or at such other address or addresses as Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' and paralegals' fees) and all other charges against the Collateral, the net proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine, and any surplus shall be returned to Debtor or to whomever may be legally entitled thereto. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate provided in the Note, and for the cost and expenses of collection of such deficiency, including (to the extent permitted by law) without limitation attorneys' and paralegals' fees, expenses and disbursements. Debtor recognizes that in the event Debtor defaults hereunder, no remedy of law will provide adequate relief to Secured Party, and, therefore, Debtor agrees that Secured Party shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Insofar as the Collateral may consist of insurance policies, instruments, choses in action or the like, the Secured Party may demand, collect, receipt for, settle, renew, extend, exchange, compromise, adjust, sue for, foreclose or realize upon the Collateral in whole or in part as the Secured Party may determine, and for the purpose of realizing the Secured Party's rights therein, the Secured Party may receive, open and dispose of mail addressed to the Secured Party and endorse notes, checks, drafts, money orders, documents of title and other evidences of payment, shipment or storage or any form of the Collateral on behalf of and in the name of Debtor and apply the proceeds thereof to the Secured Obligations. All costs and expenses, including without limitation, legal costs and attorneys' fees, incurred by the Secured Party in enforcing this Agreement shall be chargeable to and secured by the Collateral.

b. The Secured Party shall have the right to enter and/or remain upon the premises of the Debtor without any obligation to pay rent to the Debtor or any other place

or places where the Collateral is located and kept in connection with the exercise of its remedies hereunder.

c. Upon the occurrence of an Event of Default, the Secured Party shall have the right to have a receiver appointed by a court. Said receiver shall be authorized, without notice, to enter upon and take possession of the Collateral and to take such other acts as the receiver shall deem appropriate to collect, conserve and liquidate the Collateral, including, without limitation, the operation of Debtor's business for said purposes.

d. The Debtor hereby grants to the Secured Party a non exclusive irrevocable license in connection with the Secured Party's exercise of its rights hereunder to use, apply and affix any trademark, trade name, logo or the like in which the Debtor now or hereafter has a right (after license but with power to sublicense). Secured Party shall have the right to set off, without notice to Debtor, any and all deposits or sums anytime credited by or due from Secured Party to Debtor, whether in a special account or other account represented by a certificate of deposit (whether or not matured).

8. Rights of Secured Party to Use and Operate Collateral, etc. In addition to any other rights or remedies of the Secured Party set forth herein or in any related documents, the Secured Party shall have the right and power to take possession of all or any part of the Collateral, and to exclude Debtor and all persons claiming under Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. Upon any such taking of possession, the Secured Party may, from time to time, at the expense of Debtor, make all such repairs, replacements, alterations, additions and improvements to or in respect of the Collateral as the Secured Party may deem proper. In any such case, subject as aforesaid, the Secured Party shall have the right, but no obligation, to manage and control the Collateral and to carry on the business and to exercise all rights and powers of Debtor in respect thereto as the Secured Party shall deem best, including the right to enter into any and all such agreements with respect to the leasing and/or operation of the Collateral or any part thereof as the Secured Party may see fit; and the Secured Party shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including reasonable legal costs and attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to Debtor or to

whomever may be legally entitled thereto. Without limiting the generality of the foregoing, the Secured Party shall have the right to have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

9. Collection of Accounts Receivable Upon Default. Debtor hereby absolutely and unconditionally assigns to Secured Party all accounts as security for the Secured Obligations, provided that until written notice to the contrary, Secured Party authorizes Debtor to collect any and all amounts owing on all accounts, and Debtor shall use its best efforts to effect the prompt collection of the same, which authorization shall be automatically terminated without necessity of notice by the Secured Party to Debtor at any time as of the occurrence of an Event of Default hereunder and after such occurrence and termination, the Secured Party may, in its sole discretion, give notice to any account debtors identified of the rights of the Secured Party to and the security interest of Secured Party in the accounts, and effect collection of any such account, directly from the account debtor obligated in respect of such account with full power and the sole discretion to settle or compromise disputes or claims relating to such account or, in the alternative, Secured Party may deliver a written request to Debtor (with which request Debtor agrees to comply) providing that Debtor shall deliver and promptly endorse to the Secured Party all checks, drafts, cash and other remittances and proceeds in payment or account of such accounts in the original form received by Debtor no later than the business day following receipt of the same, for deposit in a non interest bearing account maintained by the Secured Party (hereinafter called the "Collection Account"). Pending such delivery and endorsement, Debtor agrees not to commingle any such collections with any other funds or property and to hold them apart from its other funds and property in a trust for the benefit of Secured Party until delivery of such collections is made to the Secured Party. Debtor agrees to execute and deliver to the Secured Party all instruments and specific assignments with recourse of accounts and to take all other steps required by the Secured Party to protect its security interest in the accounts. The proceeds of collection of accounts subject to this agreement delivered by Debtor to the Secured Party and on deposit in the Collection Account and the net sums collected directly by the Secured Party after first deducting the cost of collection, will, at least monthly, be either credited against the amount owed by Debtor to the Secured Party, or in the alternative, and at the sole discretion of the Secured Party, released to Debtor for use in the operation of the business of Debtor without waiving any right the Secured Party may have to retain the subsequent proceeds.

10. Rights Are Cumulative. The Secured Party shall have, in addition to any other rights or remedies contained in this Agreement and any other agreement or related instrument, all of the rights and remedies of secured party under the Maine Uniform Commercial Code and enforced in the State of Maine as of the date of this Agreement and as otherwise provided by law. All of the Secured Party's rights and remedies whether evidenced hereby or by any other agreement or instrument or whether otherwise available shall be cumulative. All rights and remedies available to the Secured Party hereunder may be exercised on behalf of the Secured Party by any agent. No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing, and any such waiver shall not operate as a waiver of any other default or of the same default on a future occasion.

11. Waivers, etc. Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the Secured Party's rights hereunder or in connection with any Secured Obligations or any Collateral; waives its right, if any, to require the Secured Party to proceed against any guarantor of the Secured Obligations prior to proceeding against any of the Collateral; agrees that the rights of the Secured Party hereunder shall not be affected by any extensions, renewals, indulgences, settlements, or compromises respecting any of the Secured Obligations; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to Debtor or to any account debtor in respect of any account receivable, or substitution, release, surrender or impairment of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion.

12. Costs of Collection. Debtor shall pay any and all costs of collection that Secured Party may incur, together with any accrued interest thereon. For purposes of this Agreement, the "costs of collection" include without limitation all costs and expenses incurred by the Secured Party (including without limitation reasonable attorneys' and paralegals' fees) which are directly or indirectly related to or in respect of the Secured Party's efforts to preserve, collect and enforce any of the Secured Obligations and to preserve and/or enforce any of the Secured Party's rights, remedies or powers against or in respect of the Debtor or any guarantor or any other person liable for any of the Secured Obligations (whether or not instituted in connection with such efforts and whether before or after an event of default). Costs of collection shall also include any costs or expenses that are incurred by the Secured Party in commencing, defending or intervening in, filing a petition, complaint or answer, motion or other pleadings or taking any other action in

any suit or proceeding, whether in bankruptcy or otherwise) related to this Agreement, the Collateral or any other agreement, guaranty, note, instrument, or document in the possession of the Secured Party and relating in any way to the Secured Obligations or to protect, insure, collect, sell, lease, take possession of, or liquidate any of the Collateral or to enforce any of the Secured Party's rights hereunder or before or after the occurrence of an event of default.

13. Termination; Assignments, etc. This Agreement and the security interest in the Collateral created hereby shall terminate when all of the Secured Obligations have been fully and indefeasibly paid and performed (provided that the Secured Party is no longer obligated to make any additional Loans to Debtor or any affiliate) and the expiration of any applicable preference period. In the event of a sale or assignment by the Secured Party of all or any of the Secured Obligations, the Secured Party may assign or transfer its rights and interests under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder, and the Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder, with respect to the rights and interests so assigned.

14. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including Secured Party wire, telex, telecopy or similar writing), except for any telephone notices as specifically provided for herein, may be personally served or sent by telex, telecopier, mail or the express mail service of the United States Postal Service, Federal Express or other reputable overnight or expedited delivery service which provides evidence of delivery, and (a) if given by personal service, telex (confirmed by telephone) or telecopier (confirmed by telephone), it shall be deemed to have been given upon receipt; (b) if sent by telex or telecopier without telephone confirmation, it shall be deemed to have been given twenty-four (24) hours after being given; (c) if sent by mail, it shall be deemed to have been given upon the earlier of (i) actual receipt, or (ii) three (3) Business Days after deposit in a depository of the United States Postal Service, first class mail, postage prepaid, or actual receipt; (d) if sent by Federal Express, the express mail service of the United States Postal Service or other equivalent overnight or expedited delivery service, it shall be deemed given upon the earlier of (i) actual receipt or (ii) twenty-four (24) hours after delivery to such overnight or expedited delivery service, delivery charges prepaid, and properly addressed to Debtor or the Secured Party. For purposes hereof, the address of the Secured Parties shall be at their respective addresses as set forth above; as to the Debtor, to the addresses of each Manager as shown on the attached Exhibit B; or at such other address as the party to whom such notice is directed may have designated in writing to the other parties hereto.

15. Invalidated Payments. Debtor agrees that to the extent that Debtor makes a payment or payments to the Secured Party which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside

and/or required to be repaid to Debtor, its estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, or any part thereof which has been paid, or reduced or satisfied, the amount so repaid shall be reinstated and included within the Secured Obligations as of the date of such initial payment, reduction or satisfaction occurred. This Agreement shall secure all renewals and extensions of instruments initially secured hereby.

16. Indemnity. The Borrower shall indemnify, defend and hold the Secured Party harmless of and from any loss, liability, claim or demands suffered or asserted against the Secured Party with respect to the Secured Party's interest in the Collateral (each of which may be defended by the Secured Party with counsel at the Secured Party's selection at the expense of the Debtor as if such costs or expenses were costs of collection hereunder). The foregoing indemnification shall survive any termination, release or discharge executed by the Secured Party in favor of the Debtor.

17. Waiver of Jury Trial. THE SECURED PARTY AND THE DEBTOR AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT, THE NOTE, OR ANY RELATED INSTRUMENTS, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE SECURED PARTY AND THE DEBTOR, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE SECURED PARTY NOR THE DEBTOR HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Submission to Jurisdiction. Debtor submits to the jurisdiction of any state or federal court located within the State of Maine or Massachusetts in connection with any suits or proceedings arising from or under this Agreement, and Debtor hereby waives personal service of any and all process upon Debtor, and consents that all such service of process be made by registered mail, or certified mail, return receipt requested, directed to Debtor at the address stated at the commencement of this Agreement (or such other address as Debtor may have given Secured Party notice of under the terms of this Agreement) and service so made shall be deemed to be completed five (5) days after the same shall have been mailed to Debtor's address.

19. Disclosure Consent. Debtor hereby consents to the release and disclosure from time to time by Secured Party to any institution now or hereafter acquiring a participation interest in any of the Obligations, to any guarantor now or hereafter existing as to any of

the Obligations and to Secured Party's parent and affiliated financial institutions of any of the following items or matters: (i) copies or originals of any and all "financial records" (as defined at 9 B M.R.S.A §161, as amended) of Debtor now or hereafter in the possession or under the control of Secured Party, and (ii) any and all notices, financial and operating reports, balance sheets, financial statements, consultants' reports, and any and all documentation and information of or regarding Debtor heretofore or hereafter provided to or generated by or for the benefit of Secured Party in connection with this Agreement or any of the Obligations now or hereafter existing.

20. Governing Law. This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of Maine.

21. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Party and Debtor and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. If any provision hereof shall be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by applicable law. There are no oral understandings or agreements, and no representation, consent, approval or waiver shall be binding on Secured Party unless in writing. The consent, approval or waiver by one or more of the parties constituting a secured party hereunder shall not be binding upon any other party constituting a secured party unless given by an authorized agent. The section headings hereunder are for convenience of reference only and shall not be considered in construing the meaning of the terms and provisions of this Agreement. All representations and warranties of Debtor and all terms, provisions, conditions or agreements to be performed by Debtor contained herein or in any of the other documents delivered pursuant hereto or in connection herewith shall be true at the time of the execution of this Agreement and shall survive the execution and delivery hereof.

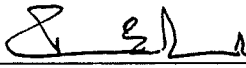
22. Rights of Amory and Cutler. The security interests of Amory and Cutler hereunder are equal in priority, and they shall be entitled to share pari passu in the proceeds of any Collateral. Any actions permitted by Secured Party hereunder may be taken either jointly or by either Amory or Cutler; provided that notice of any action taken separately shall be given to the other Secured Party at or prior to the notice given to the Debtor. Amory and Cutler agree to consult with each other before taking any action under this Agreement.

<signatures appear on next page>

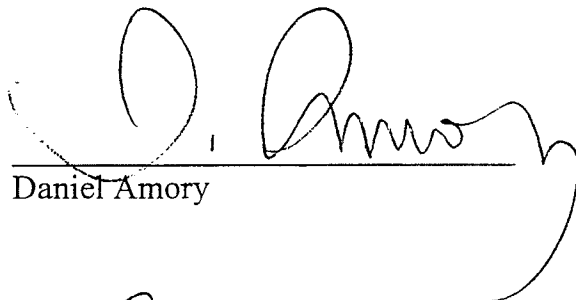
IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the date above written.

WITNESS:

CERNO BIOSCIENCES, LLC

By: 

Its: MANAGER

  
Daniel Amory


  
Eliot Cutler

EXHIBIT A  
To  
Security Agreement

(Place of Business and Locations of Collateral)

1. 87 Dartmouth Street, #4  
Boston, MA 02116

EXHIBIT B  
to  
Security Agreement

(Address for Notices to Debtor)

Cerno Biosciences, LLC  
c/o Frank E. Ruch, Ph.D.  
159 Foreside Road  
Falmouth, ME 04105  
Phone: 207-771-0965, x. 102  
Fax: 207-771-0966  
E-mail: [fruch@proteingroup.com](mailto:fruch@proteingroup.com)

Cerno Biosciences, LLC  
c/o Randall S. Alberte, Ph.D.  
87 Dartmouth Street, #4  
Boston, MA 02116  
Phone: (617) 867-0180  
Fax: (617) 867-0182  
E-mail: [randall.alberte@verizon.net](mailto:randall.alberte@verizon.net)

EXHIBIT C  
to  
Security Agreement  
(Intellectual Property)

**A. Pending U.S. Patent Applications**

1. Transgenic Plants Incorporating Traits of *Zostera Marina*  
(Application No. 09/854122)

**Abstract** (from U.S. Patent Office): The invention provides methods and compositions related to transgenic plants which incorporate genetic traits of the marine eelgrass *Zostera marina*. These traits include pathogen resistance, which may be conferred by stimulating zostoric acid biosynthesis, and root anoxia resistance, which may be conferred by introducing one or more anoxia-induced or anoxia-resistance genes.

2. Generation of Combinatorial Synthetic Libraries and Screening for Novel Proadhesins and Nonadhesins  
(Application No. 09/826287)

**Abstract** (from U.S. Patent Office): One aspect of the present invention relates to compounds, comprising at least two moieties selected from the group consisting of aryl sulfonates and aryl sulfates. A second aspect of the present invention relates to combinatorial libraries of the aforementioned compounds. The present invention also relates to compositions comprising a compound of the present invention. A fourth aspect of the present invention relates to the use of a compound or composition of the present invention in a method for inhibiting bioadhesion to a surface. Another aspect of the present invention relates to the use of a compound or composition of the present invention in a method for enhancing bioadhesion to a surface.

**B. Related Pending Foreign Patent Applications**

1. Antifouling Agents
  - i. Australia (Application No. 62614/99)
  - ii. Brazil (Application No. PI9914036-5)
  - iii. Canada (Application No. 2345111)
  - iv. Israel (Application No. 142129)
  - v. Japan (Application No. 2000-573595)
2. Safe and Effective Biofilm Inhibitory Compounds and Health-Related Uses Thereof

- i. Australia (Application No. 62643/99)
  - ii. Brazil (Application No. PI9914498-0)
  - iii. Canada (Application No. 2345233)
  - iv. Israel (Application No. 142130)
  - v. Japan (Application No. 2000-573596)
3. Environmentally Benign Crop Protective Agents
- i. Australia (Application No. 62640/99)
  - ii. Brazil (Application No. PI9914499-9)
  - iii. Canada (Application No. 2345232)
  - iv. Israel (Application No. 142131)
  - v. Japan (Application No. 2000-573603)
4. Pharmaceutical Compositions Comprising Derivations of Sulphur Acids
- i. Australia (Application No. 10943/00)
  - ii. Brazil (Application No. PI9913912-0)
  - iii. Canada (Application No. 2345231)
  - iv. Israel (Application No. 142132)
5. Methods and Compositions for Treating Receptor Mediated Diseases
- i. Japan (Application No. 2000-573725)

### **C. Patent Cooperation Treaty Filings**

- 1. Antifouling Agents (No. US99/22128)
- 2. Safe and Effective Biofilm Inhibitory Compounds and Health-Related Uses Thereof (No. US99/22235)
- 3. Environmentally Benign Crop Protection Agents and Uses Therefor (No. US99/22227)
- 4. Pharmaceutical Compositions Comprising Derivations of Sulphur Acids (No. US99/21797)
- 5. Transgenic Plants Incorporating Traits of Zostera Marina (No. US01/15412)
- 6. Arylsulfates and their Use and Enhancers or Inhibitors of Bioadhesion to Surfaces (No. US01/10969)
- 6. Novel Anti-Adhesive Compounds and Uses Thereof (No. US02/07426)

**D. Trademarks and Applications**

1. The Application filed with the U.S. Patent and Trademark Office (Serial No. 76/225107) for the mark "EPIFEND" in connection with fungicides and licensing services connected therewith.