

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tarpon BioSystems Inc.	06/12/2009
RECEIVING PARTY DATA	
Name:	Advanced Technology Materials, Inc.
Street Address:	7 Commerce Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11567970
CORRESPONDENCE DATA	
Fax Number:	(203)782-2889
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-498-4395
Email:	lblair@wiggin.com
Correspondent Name:	Wiggin and Dana LLP
Address Line 1:	One Century Tower
Address Line 2:	P.O. Box 1832
Address Line 4:	New Haven, CONNECTICUT 06508-1832
NAME OF SUBMITTER:	Anthony P. Gangemi
Total Attachments: 12 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif source=SecurityAgreement#page5.tif source=SecurityAgreement#page6.tif	

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SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "Security Agreement") is made as of June 12, 2009 by and between Tarpon BioSystems Inc., a Delaware corporation with offices at 197M Boston Post Road West, Suite 273, Marlborough, Massachusetts ("Debtor"), and Advanced Technology Materials, Inc., a Delaware corporation with offices at 7 Commerce Drive, Danbury, Connecticut ("Secured Party").

WHEREAS, Debtor has issued to Secured Party a Secured Promissory Note dated as of the date hereof in the original principal amount of [REDACTED] (as amended and in effect, the "Note"); and

WHEREAS, in connection with the issuance of the Note, Debtor is required to grant a first priority security interest in certain of its property to Secured Party in order to secure the repayment of all indebtedness of Debtor to Secured Party arising under the Note.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Debtor and Secured Party agree as follows:

1. **Grant of Security Interest.** Debtor hereby grants to Secured Party a present and continuing first priority security interest in the Collateral (as defined below) to secure Debtor's payment of the Obligations (as defined below) to Secured Party.

2. **Definitions.** For the purposes of this Security Agreement, all terms shall have the meanings assigned to them below.

(a) Unless otherwise specifically defined herein or in the Note, all terms shall have the meanings set forth in the Uniform Commercial Code as adopted and in effect in the State of Connecticut (the "UCC").

(b) "Collateral" shall mean all property of Debtor listed and described on Schedule A attached hereto, and any and all accessions and additions thereto, and any and all replacements and proceeds (including proceeds of insurance policies payable by reason of loss or damage to the foregoing).

(c) "Event of Default" shall have the meaning for such term set forth in the Note.

(d) "Obligations" shall mean the obligations of Debtor:

(i) to pay to Secured Party all amounts due to Secured Party under the Note;

(ii) to repay to Secured Party all amounts that may be advanced by Secured Party on behalf of Debtor, including, without limitation, advances for principal or interest payments to prior secured parties, or lienors, or for taxes, levies, insurance, rent, repairs to or maintenance or storage of any of the Collateral, or any other amounts expended in connection with any property securing all or any portion of the Obligations; and/or

- (iii) to reimburse Secured Party, on demand, for all of Secured Party's expenses and costs, including the reasonable fees and expenses of its counsel, in connection with any amendment, modification or enforcement of this Security Agreement and the documents required hereunder, including, without limitation, any commercially reasonable action to perfect or protect Secured Party's interests in the Collateral, or any proceeding brought or threatened to enforce payment of any of the obligations referred to in the foregoing clauses (i), (ii) and (iii).

Capitalized terms used in this Security Agreement without being defined herein shall have the meanings respectively ascribed to them in the Note. As used herein, "person" shall refer to any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity of whatever nature, whether public or private.

3. Debtor's Representations and Warranties. Debtor hereby represents and warrants that:

(a) Debtor's exact legal name is as set forth in the first paragraph of this Security Agreement. Debtor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware ("Debtor's State") and is duly qualified and in good standing in every other jurisdiction wherein such qualification is necessary; it has all requisite power and authority to transact the business that it now transacts and to own or to hold under lease the properties that it purports to own or hold; and the execution, delivery and performance by the Debtor of this Security Agreement and any promissory note or agreement evidencing the Obligations (including, without limitation, the Note) or any of them has been duly authorized by all requisite stockholder and/or director actions; does not violate any provision of Debtor's certificate of incorporation or bylaws, each as amended to date, or of any law, statute, ordinance or regulation binding upon Debtor or any of the Collateral, and does not result in a breach of any terms or conditions of any other contract or agreement to which Debtor is a party or by which it or any of the Collateral is bound or in the acceleration of any other obligations of Debtor. Debtor is not organized under the laws of any jurisdiction other than Debtor's State.

(b) All of the Collateral and all of Debtor's books and records pertaining thereto are located and maintained at Debtor's address set forth in the preamble of this Security Agreement or at the offices of its legal counsel at 201 Broadway, Cambridge, MA 02139.

(c) Debtor is, as of the date of this Security Agreement, the owner of all of the Collateral free from any liens, security interests or encumbrances except for the security interest herein granted, and no financing statement covering any of the Collateral or any proceeding thereof is on file in any public office.

(d) The execution and delivery of this Security Agreement, and the performance of its terms by the Debtor, will not violate or constitute a default under the terms of any agreement, indenture, or other instrument, license, judgment, decree, order, law, statute, ordinance, or other governmental rule or regulation, applicable to Debtor or any of its property, including the Collateral.

(e) No person has furnished services or materials with respect to the Collateral and no other event has occurred that could give rise to a security interest, lien or other encumbrance in or on the Collateral except for the security interest granted herein.

4. Covenants of Debtor. Debtor hereby agrees and covenants that:

(a) Debtor will defend the Collateral against all claims and demands of all persons; it will maintain and protect its rights in the Collateral (including without limitation taking and making any and all reasonably necessary actions and filings concerning the Collateral, including without limitation, actions against infringing third parties and filings and proceedings with the U.S. Patent & Trademark Office and U.S. Copyright Office); it will keep the Collateral free from any lien, security interest or encumbrance, except for the security interest granted to Secured Party herein, and in good order and repair; and it will not waste or destroy or abandon the Collateral or any part thereof, nor conduct any actions or fail to conduct any actions which may be deemed as Debtor abandoning any Collateral, nor will it in any manner sell or transfer the Collateral except in the ordinary course of Debtor's business without the prior written consent of Secured Party.

(b) Debtor will execute and deliver to Secured Party, at such times and in such form and containing such terms as Secured Party may require, evidences of all or any part of the Obligations and such certificates of title and other instruments as Secured Party may commercially reasonably deem necessary or desirable to protect, perfect and preserve the security interest in the Collateral created herein. Debtor will pay all costs incurred by Secured Party in connection with the perfection, continued protection, and preservation of its interest in the Collateral. Furthermore, Debtor irrevocably appoints Secured Party as its attorney-in-fact, and empowers Secured Party as its attorney-in-fact, to make, execute and deliver any of the instruments or documents provided for in this Security Agreement in its name and on its behalf, such appointment to be coupled with an interest.

(c) Debtor shall be responsible for all risk of loss or of damage to the Collateral.

(d) Debtor will pay promptly when due all taxes and assessments upon the Collateral or upon any note or notes evidencing the Obligations.

(e) Debtor will not use or maintain the Collateral in any manner prohibited by any terms of any insurance policies covering such Collateral, or any State, federal or local law or ordinance, or in any manner that may give rise to third parties' rights against the Collateral.

(f) Debtor will not change its name, the location of its office, the Collateral or the records pertaining thereto, or its jurisdiction of incorporation, which is in effect, in each case, as of the date hereof, and will not amend its certificate of incorporation or become a party to any merger, consolidation or business acquisition or sale, without giving Secured Party at least thirty (30) days' prior written notice in which it sets forth the changed or amended information or actions to be taken and the date on which such change or action shall be effective.

(g) Debtor will immediately deliver to Secured Party any and all certificates of title to any Collateral for which such certificates are issued, and any Collateral consisting of instruments or chattel paper.

(h) From time to time, Debtor will execute and deliver, or will cause to be executed and delivered, to Secured Party such additional documents and will provide such additional information as Secured Party may reasonably request to carry out the terms hereof.

(i) Debtor will not assert against Secured Party any claim or defense that it may have against any seller of Collateral or any other person with respect to the Collateral with the exception of a claim relating to Secured Party's title to the Collateral.

(j) Debtor will indemnify and hold Secured Party harmless from and against any loss, liability, damage, cost and expense (including, without limitation, reasonable attorneys' fees) whatsoever arising from Debtor's use, operation, ownership or possession of the Collateral.

(k) Debtor will immediately notify Secured Party of any event causing material loss, theft, damage or destruction of the Collateral and the amount thereof.

5. Secured Party's Rights.

(a) Secured Party may at any time and from time to time, at Debtor's expense, file financing statements, continuation statements and amendments thereto that describe the Collateral, or words of similar effect and that contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including without limitation whether Debtor is an organization, the type of organization and any tax and/or organization identification number issued to Debtor. Debtor agrees to furnish any such information to Secured Party promptly upon request. Debtor specifically authorizes Secured Party to file such financing statements, continuations or amendments without the signature of Debtor, and any such financing statements, continuation statements or amendments may be signed, if so required, by Secured Party on behalf of Debtor, and may be filed at any time in any applicable jurisdiction. Debtor hereby irrevocably appoints Secured Party, through any of its chosen agents or designees, as Debtor's attorney-in-fact, coupled with an interest, for the purposes hereof.

(b) Upon the occurrence of an Event of Default, Debtor shall at any time and from time to time, at Debtor's expense, take such steps as Secured Party may reasonably request for Secured Party (i) to obtain an acknowledgment, in form and substance satisfactory to Secured Party, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for Secured Party, (ii) to obtain possession of all or any portion of the Collateral in order to perfect its security interest therein in addition to the filing of a financing statement and (iii) otherwise to ensure the continued perfection and priority of Secured Party's security interest in any of the Collateral and of the preservation of its rights therein.

(c) At any time at least ten (10) days after notice to Debtor, Secured Party may at its option discharge taxes, liens or security interests or other encumbrances at any time levied against or placed on the Collateral, pay for insurance on the Collateral, unless any such taxes or liens are being contested in good faith and Debtor has reserved adequate amounts on its books for the discharge of such taxes or liens; and Secured Party may, at its option, pay for the maintenance, preservation and collection of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payments made or any expenses incurred by Secured Party pursuant to this Section (including, without limitation, reasonable attorneys' fees), and such amounts extended pursuant to this Section shall be added to the Obligations.

(d) Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or Secured Party thereof with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following: to pay or discharge taxes and encumbrances levied or placed on the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and only after the occurrence of an Event of Default and for so long as the same continues, (i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right of Debtor in respect of any Collateral; (v) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (vi) to settle, compromise or adjust any suit, action or proceeding described in clause (v) above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate; (vi) to assign any Collateral throughout the world for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion determine; and (vi) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's encumbrances thereon and to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do. Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

6. Debtor's Rights. Debtor may have possession of the Collateral and may use it in any lawful manner that does not breach the terms and conditions of this Security Agreement or any other agreement between it and Secured Party unless or until an Event of Default shall occur.

7. Remedies on Default.

(a) If an Event of Default shall occur, Secured Party may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Secured Party, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Debtor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise

dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Secured Party or elsewhere upon such terms and conditions as Secured Party may deem advisable and at such prices as Secured Party may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor, which right or equity is hereby waived or released. Debtor further agrees, at Secured Party's request, to assemble the Collateral and make it available to Secured Party at places, which Secured Party shall reasonably select, whether at Debtor's premises or elsewhere. Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Secured Party hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations. Secured Party shall apply such proceeds in such order as Secured Party may elect, and only after such application and after the payment by Secured Party of any other amount required by any provision of law, including, without limitation, the UCC, need Secured Party account for the surplus, if any, to Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands it may acquire against Secured Party arising out of the exercise by Secured Party of any of its rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by Secured Party to collect such deficiency.

(b) Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the UCC or otherwise, shall be to deal with it in the same manner as Secured Party deals with similar property for its own account. Neither Secured Party nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

(c) In the event that Secured Party seeks to take possession of any or all Collateral by court process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto and waives the right to demand a jury in any action in which Secured Party is a party.

8. Non-Waiver. Waiver of or acquiescence in any default or Event of Default or failure of Secured Party to insist upon strict performance by Debtor of any warranties or agreements in this Security Agreement shall not constitute a waiver of any subsequent or other default, Event of Default or failure.

9. Attorneys' Fees, etc. Upon any default or Event of Default, Secured Party's reasonable attorneys' fees and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling the Collateral shall be chargeable to Debtor and shall be added to the Obligations.

10. Other Rights. In addition to all rights and remedies herein, upon any default or Event of Default, Secured Party shall have such other rights and remedies as are set forth in the UCC and the Connecticut General Statutes, as amended.

11. Commercial Transactions. DEBTOR ACKNOWLEDGES THAT THE TRANSACTIONS TO WHICH THIS SECURITY AGREEMENT RELATES ARE COMMERCIAL TRANSACTIONS. DEBTOR HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED AND IN EFFECT ON THE DATE HEREOF, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW OR PROCEDURAL RULE WITH RESPECT TO ANY PREJUDGMENT REMEDY OR OTHER RIGHT OR REMEDY THAT SECURED PARTY MAY ELECT TO USE OF WHICH IT MAY AVAIL ITSELF. DEBTOR FURTHER WAIVES, TO THE GREATEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISEMENT, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS. DEBTOR FURTHER WAIVES ANY REQUIREMENT THAT SECURED PARTY OBTAIN A BOND OR OTHER SIMILAR DEVICE IN CONNECTION WITH THE EXERCISE OF ANY REMEDY OR THE ENFORCEMENT OF ANY RIGHT HEREUNDER.

12. Waiver of Jury Trial. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS SECURITY AGREEMENT OR UNDER ANY AGREEMENT, INSTRUMENT OR OTHER DOCUMENT CONTEMPLATED HEREBY OR RELATED HERETO AND IN ANY ACTION DIRECTLY OR INDIRECTLY RELATED TO OR CONNECTED WITH THE OBLIGATIONS OR THIS SECURITY AGREEMENT, OR ANY CONDUCT RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THE OBLIGATIONS OR ARISING FROM THE DEBTOR/CREDITOR RELATIONSHIP OF DEBTOR AND SECURED PARTY. DEBTOR ACKNOWLEDGES THAT THIS WAIVER MAY DEPRIVE IT OF AN IMPORTANT RIGHT AND THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE BY THE DEBTOR AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

13. Enforcement by Secured Party. Secured Party shall have the right at all times to enforce the provisions of this Security Agreement and all other agreements, documents and instruments required hereunder in strict accordance with their terms, notwithstanding any conduct or custom on the part of Secured Party in refraining from doing so at any time or times. The failure of Secured Party at any time to enforce any rights under such provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific provisions of this Security Agreement or as having in any way or manner modified or waived the same. All rights and remedies of Secured Party are cumulative and the exercise of any one right or remedy shall not be deemed to waive or release any other right or remedy. Without limiting the generality of the foregoing, Secured Party shall have the right to exercise any available remedy to recover any amount due and payable hereunder without regard to whether any other amount is due and payable.

14. Notices. All notices, requests, communications, consents and demands shall be sent by certified mail or delivered by a recognized commercial courier service to the receiving party at its address set forth in the opening paragraph of this Security Agreement, or such other address as the receiving party shall notify the notifying party in writing.

15. Miscellaneous.

(a) In connection with a transfer of the Note, Secured Party may assign, transfer and deliver its interest in the Collateral and thereby vest in the assignee all rights and powers given to Secured Party under this Security Agreement. In the event of such an assignment, Debtor shall not assert against the assignee any claims, defense or set-off which it may then or thereafter have against Secured Party.

(b) This Security Agreement shall be binding upon and inure to the benefit of the representatives, successors and permitted assigns of Debtor and Secured Party. If there is more than one Debtor, the Obligations shall be joint and several. This Security Agreement shall become effective when signed by Debtor.

(c) No waiver by Secured Party of any default or Event of Default shall constitute a waiver of any other default or Event of Default, or of the same default or Event of Default on a future occasion, and Secured Party's rights hereunder are cumulative and not alternative.

(d) This Security Agreement and the security interest created hereby shall be governed by the substantive law of the State of Connecticut without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction. Debtor agrees to submit to the jurisdiction of the courts of the State of Connecticut in any proceeding involving this Security Agreement.

(e) Debtor hereby waives demand presentment and notice of nonpayment with respect to any note or contract representing all or any part of the Obligations (including without limitation the Note). Debtor also waives its rights, if any, under Section 9-208 of the UCC.

(f) The headings or captions of the various Sections and other divisions of this Security Agreement are intended for convenient reference only and neither form a part hereof nor are to be relied upon to interpret or modify any of the provisions of this Security Agreement.

(g) In case any one or more of the provisions contained in this Security Agreement, or any of the documents or agreements contemplated hereby, should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, or therein, shall not be in any way affected or impaired thereby.

(h) This Security Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Security Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Security Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an

original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Security Agreement.

(i) Except as otherwise expressly provided herein, neither this Security Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by Debtor and Secured Party.

(j) In this Security Agreement, unless a clear intention appears otherwise: (i) the singular number includes the plural number and vice versa; (ii) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Security Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (v) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Security Agreement as a whole and not to any particular section or other provision hereof; (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (viii) "or" is used in the inclusive sense of "and/or"; (ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, schedules or amendments thereto; and (xi) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

[Signature page follows.]

IN WITNESS WHEREOF, the foregoing Security Agreement is signed and delivered on the date first set forth above.

DEBTOR:

TARPON BIOSYSTEMS INC.

By: 

Name: Ard Tijsterman

Title: Vice President

SECURED PARTY:

ADVANCED TECHNOLOGY MATERIALS, INC.

By: 

Name: Timothy C. Carlson


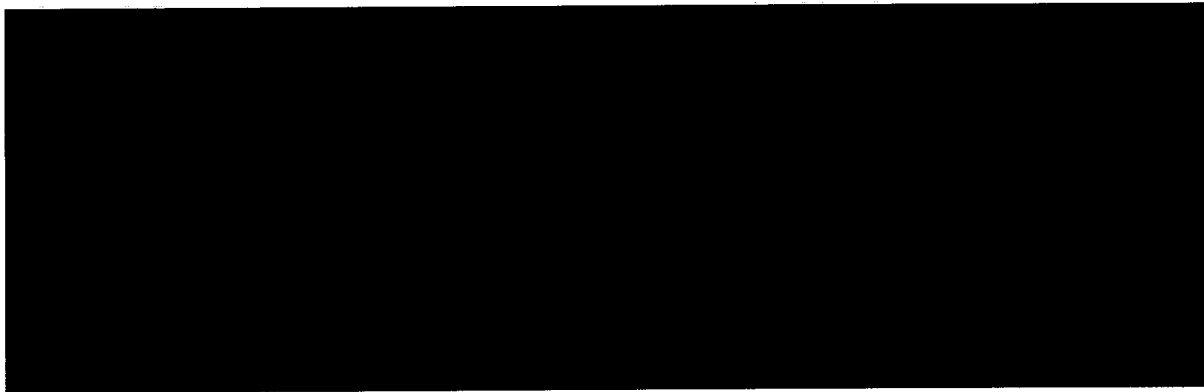
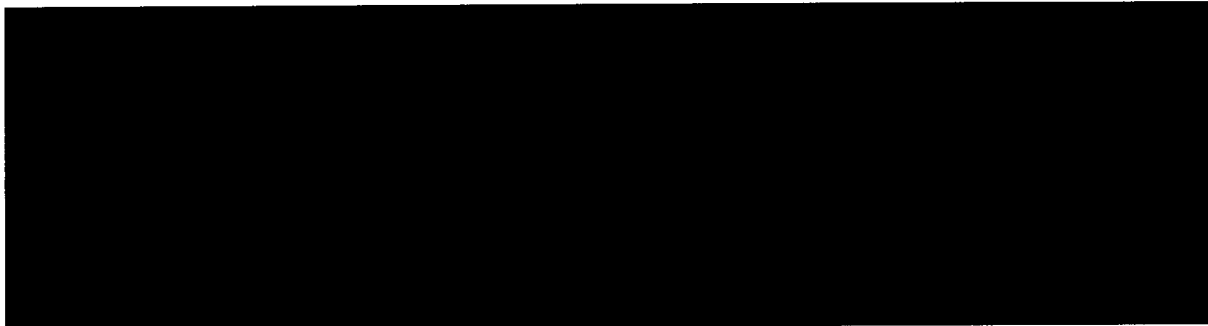
Title: Executive Vice President
and Chief Financial Officer

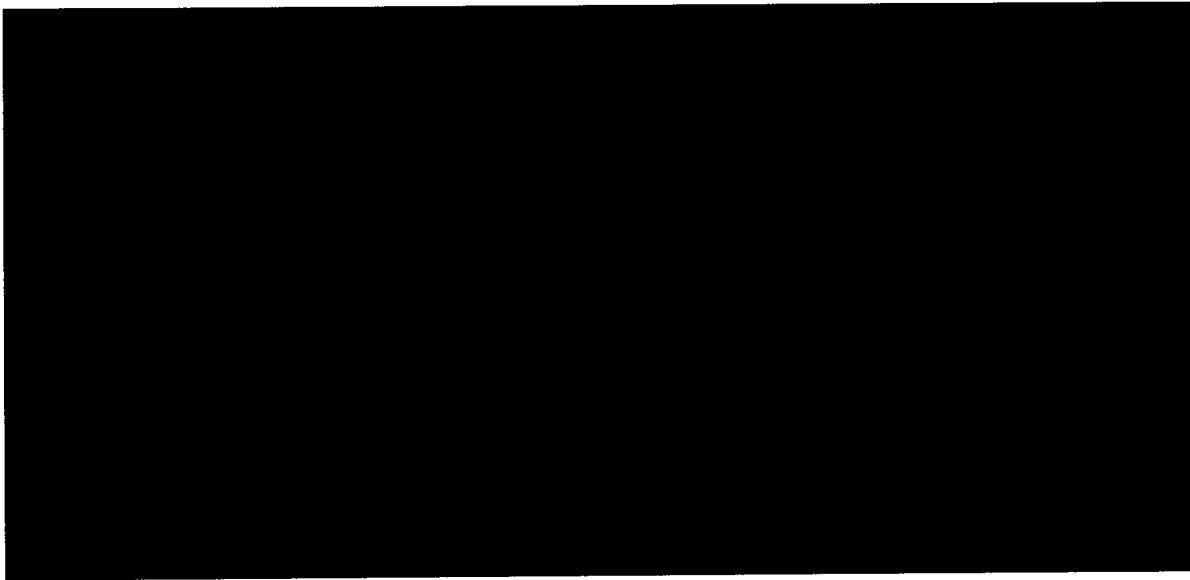
[Signature Page to Security Agreement]

SCHEDULE A

COLLATERAL

All of Debtor's right, title and interest in and to its Technology and Intellectual Property. "Technology and Intellectual Property" shall mean all know-how, technology, inventions, developments, trade secrets, computer programs (including the source and object code thereto), customer lists, trade names, trade name rights, trademarks and service marks (and the goodwill associated therewith), trademark and service mark rights, trademark and service mark registrations and registration applications, patents, patent rights, patent applications, copyrights, and copyright registrations and registration applications, all licenses in connection with any of the foregoing, all reissues, divisions, continuations, extensions, renewals, and continuations-in-part of any of the foregoing, and all rights in connection therewith including all claims against third parties for past, present or future infringement of any of the foregoing, all licenses, permits, and agreements of any kind or nature pursuant to which Debtor possesses, uses, or has authority to possess or use intangible property of others, or others possess, use or have authority to possess or use intangible property of Debtor, and all recorded data of any kind or nature regardless of the medium of recording, including without limitation all software, code, writings, plans, specifications and schematics, whether now owned or hereafter acquired or arising, including but not limited to the following United States patents, copyrights and trademarks:





Patent Rights assigned directly to Tarpon (Inventors: Fulton & Moran)

Application No.	Filing Date	Country	status	Patent No.	Grant Date
11/567,970	7-Dec-2006	US	pending		