

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Debenture (Mortgage/Security Interest)

CONVEYING PARTY DATA

Name	Execution Date
Cambridge Biostability Limited	10/17/2005

RECEIVING PARTY DATA

Name:	Nova Laboratories Limited
Street Address:	Rutland House
Internal Address:	Minerva Business Park
City:	Lynch Wood, Peterborough
State/Country:	UNITED KINGDOM
Postal Code:	PE2 6PZ

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	12094581
Application Number:	10599928
Patent Number:	6808507
Patent Number:	6623762
Patent Number:	6602222
Patent Number:	6102896
Patent Number:	6224567
Patent Number:	6190701

CORRESPONDENCE DATA

Fax Number: (248)358-3351

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

Phone: (248) 358-4400

Email: Sshepherd@brookskushman.com

Correspondent Name: Brooks Kushman P.C.

Address Line 1: 1000 Town Center, Twenty-Second Floor

500903068

PATENT  
REEL: 022915 FRAME: 0982

CH \$320.00 12094581

Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:

UDL 0100 A

NAME OF SUBMITTER:

Susan Shepherd

Total Attachments: 8

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03630055

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT  
A DEBENTURE DATED THE 17th OCTOBER 2005 AND CREATED BY CAMBRIDGE  
BIOSTABILITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO NOVA LABORATORIES LIMITED WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 2005.

We hereby certify this to  
be a true copy of the  
original  
*[Signature]*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

HC028A

PATENT

REEL: 022915 FRAME: 0984

### SCHEDULE 3

#### DEBENTURE

Date:

2005

Parties:

- (1) **NOVA LABORATORIES LIMITED** a company incorporated in England under company number 2875110, whose registered office is at Rutland House, Minerva Business Park, Lynch Wood, Peterborough, PE2 6PZ ("Nova");
- (2) **CAMBRIDGE BIOSTABILITY LIMITED** a company registered in England under company number 3630055 whose registered office is at NIAB, Huntingdon Road, Cambridgeshire, CB3 0LE ("the Company").

Operative provisions:

#### 1 INTERPRETATION

##### 1.1 In this Debenture:

'ACTS' means the Law of Property Act 1925 and the Insolvency Act 1986 (or any statutory modification or re-enactment of those acts for the time being in force);

'ASSETS' means the property, undertaking and assets of the Company expressed to be charged to Nova now or hereafter under clause 2;

'NOVA' shall include, unless the context otherwise requires, the Nova's successors and assigns from time to time, whether in England or otherwise;

'ENVIRONMENTAL LAWS' means the common law and all applicable laws, rules, regulations or requirements concerning discharges of contaminants, occupational or public health and safety of the environment;

'INDEBTEDNESS' means all the Company's present or future indebtedness to Nova whether solely or jointly with any other person or persons and all the Company's other liabilities whatever to Nova, including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in sterling or in any other currency, together with interest, commission, bank charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by Nova and including those arising from Nova perfecting or enforcing or attempting to enforce this Debenture or any other security (and its rights thereunder) held by Nova from time to time;

'PROPERTY' means all leasehold and freehold property referred to in clauses 2.1.1 and 2.1.2; and

'RECEIVER' has the meaning given to it in clause 4.1.

1.2 Clause headings are for ease of reference only.

## **2 CHARGE**

2.1 The Company hereby covenants on demand to pay or discharge the Indebtedness to Nova. As security for the payment and discharge of the Indebtedness, the Company hereby charges to Nova, with full title guarantee:

2.1.1 by way of legal mortgage, all freehold and leasehold property now vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

2.1.2 by way of fixed charge, all estates or interests in any freehold and leasehold property of the Company (not being Property charged by clause 2.1.1) now and in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

2.1.3 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company;

2.1.4 by way of fixed charge, all book debts and other debts now and in the future due or owing to the Company;

2.1.5 by way of fixed charge, all intellectual property rights, choses in action and claims now and in the future belonging to the Company;

2.1.6 by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under this Debenture.

2.2 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2.1.6 which is a "qualifying floating charge" for the purpose of paragraph 14(1)(a) of the Insolvency Act 1986.

## **3 COVENANTS**

3.1 The Company shall not:

3.1.1 (except for charges in favour of Nova created under or pursuant to this Debenture) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;

- 3.1.2 sell, transfer or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
- 3.1.3 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;
- 3.1.4 deal with its book or other debts or securities for money except by getting in and realising them in the ordinary and proper course of its business, but so that this exception shall not permit the realisation of debts by means of block discounting or factoring; or
- 3.1.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Property or any part of it.

3.2 The Company shall:

- 3.2.1 keep such of the Assets as are insurable comprehensively insured to Nova's satisfaction in writing (and, if so required by Nova, in the joint names of itself and Nova) against loss or damage by fire and such other risks as Nova may require, to their full replacement value and, where such insurance is not in joint names, procure that Nova's interest is noted on all policies required under this clause 3.2.1;
- 3.2.2 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under clause 3.2.1 and on demand produce the insurance policies and premium receipts to Nova;
- 3.2.3 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
- 3.2.4 conduct and maintain its business, operations and property so as to comply in all respects with all applicable Environmental Laws and notify Nova promptly and in reasonable detail of any claim, notice or communication in respect of any violation or potential violation of an Environmental Law; and
- 3.2.5 promptly notify Nova of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its Assets and, if any such official is appointed, of his appointment.

- 3.3 If the Company fails to perform any of its obligations under clauses 3.2.1, 3.2.2, 3.2.3, Nova may take out or renew any insurance or effect such repairs and take such other action as he may deem appropriate to remedy such failure and recover the premiums and other expenses so incurred from the Company on demand.

4 RECEIVER

- 4.1 At any time after Nova's demand for payment from the Company of any Indebtedness (or if so requested by the Company), Nova may appoint by writing any person or persons to be an administrative receiver or a receiver and manager or receivers and managers ("the Receiver", which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Assets. Without limiting Nova's rights under this clause 4.1 or at law, Nova may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver if Nova becomes aware of any of the matters referred to in clause 3.2.7 or if the security created by this Debenture shall be in jeopardy.
- 4.2 Nova may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 4.3 The Receiver shall, subject to the terms of the Acts, be the Company's agent and shall have all powers conferred by the Acts. The Company alone shall be responsible for his acts and omissions and for his remuneration. In particular, but without limiting any general powers or Nova's power of sale, the Receiver shall have power:
- 4.3.1 to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;
  - 4.3.2 to carry on or concur in carrying on the Company's business and raise money from Nova or others on the security of all or any part of the Assets;
  - 4.3.3 to sell, let and/or terminate or to accept surrenders of leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit;
  - 4.3.4 to take, continue or defend any proceedings and make any arrangement or compromise which Nova or he shall think fit;
  - 4.3.5 to make and effect all repairs, improvements and insurances;
  - 4.3.6 to appoint managers, officers and agents for any of the above purposes, at such salaries as the Receiver may determine;
  - 4.3.7 to call up any of the Company's uncalled capital;
  - 4.3.8 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets; and
  - 4.3.9 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 4.4 Any moneys received under this Debenture shall be applied:

- 4.4.1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by Nova or the Receiver and of the remuneration of the Receiver;
  - 4.4.2 secondly, in or towards satisfaction of the Indebtedness in such order as Nova shall determine; and
  - 4.4.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.
- 4.5 Nova shall not be entitled to appoint a Receiver as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.
- 5 MISCELLANEOUS
- 5.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without Nova's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.
- 5.2 By notice in writing to the Company, Nova may at any time convert the floating charge created by clause 2.1.6 into a specific charge over any Assets specified in the notice which Nova considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy. The Company at its expense shall at any time on Nova's request promptly execute and deliver to Nova any other or further mortgage, charge or other instrument conferring a fixed charge on any of its Assets (including any of the Assets charged by clause 2.1.6) or such other charge as Nova may in its discretion think fit for securing the Indebtedness.
- 5.3 This Debenture shall be:
- 5.3.1 a continuing security to Nova, notwithstanding any settlement of account or other matter or thing whatever;
  - 5.3.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which Nova may hold now or hereafter on all or any part of the Assets; and
  - 5.3.3 in addition to any rights, powers and remedies at law.
- 5.4 Section 103 of the Law of Property Act 1925 shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Debenture. Nova shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.
- 5.5 No failure or delay on Nova's part in the exercise of any of its rights, powers and remedies (in this clause 5 'right(s)') under this Debenture or at law shall operate



or be construed as a waiver. No waiver of any of Nova's rights shall preclude any further or other exercise of that right or of any other right.

- 5.6 Nova may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or Nova's rights under this Debenture.
- 5.7 The Company certifies that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 5.8 The Company shall, on demand by Nova, execute and deliver all transfers, mandates, assignments, deeds or other documents as Nova may require to perfect its rights under this Debenture and to give effect to any sale or disposal of any of the Assets and otherwise give effect to the intent of this Debenture.
- 5.9 Nova shall not be entitled to convert the floating charge created by clause 2.1.6 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986

#### **6 POWER OF ATTORNEY**

By way of security, the Company hereby irrevocably appoints Nova and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the above purposes.

#### **7 COSTS**

All costs, charges and expenses incurred by Nova and all other moneys paid by Nova or the Receiver in perfecting or otherwise in connection with this Debenture and all costs of Nova or the Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, shall bear interest at the rate per annum of 4 per cent over Nova's base lending rate of Barclays Bank Plc accordingly (as well before as after judgment) and shall be charged on the Assets.

#### **8 SEVERANCE**

If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired.

#### **9 NOTICES**

- 9.1 Any demand, notice or other communication by Nova may be delivered personally to the Company or sent to the Company by post or legible facsimile

transmission at its address set out above or such other address notified in writing to Nova. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by legible facsimile transmission) whether or not it is actually received.

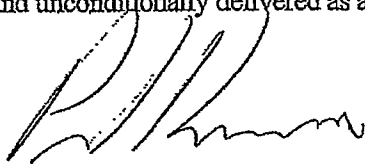
- 9.2 Any notice from the Company to Nova shall be served by first class prepaid recorded delivery post or by legible facsimile transmission sent to Nova at its address set out above or such other address notified to the Company.

**10 LAW**

This Debenture shall be governed by and construed in accordance with English law.

**Attestation**

Executed and unconditionally delivered as a deed as follows:

A handwritten signature in dark ink, appearing to be 'R. K. Munn', written over a horizontal line.

Shervath Sen 19/9/05