

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Celsis In Vitro, Inc.	01/13/2010
RECEIVING PARTY DATA	
Name:	KBC Bank NV
Street Address:	111 Old Broad Street
Internal Address:	5th Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 1BR
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7351584
Patent Number:	7575911
Patent Number:	7575859
Application Number:	12542505
Application Number:	11110879
Application Number:	12568346
Application Number:	12568443
CORRESPONDENCE DATA	
Fax Number:	(215)994-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	trademarks@dechert.com
Correspondent Name:	Glenn A. Gundersen/Dechert LLP
Address Line 1:	2929 Arch Street
Address Line 2:	Cira Centre
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808

CH \$280.00 7351584

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PATENT
REEL: 023854 FRAME: 0652

NAME OF SUBMITTER:

James J. Johnston

Total Attachments: 16

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**Exhibit A to the
Security Agreement**

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SHORT FORM) (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated January 13, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of KBC Bank NV, as Lender (the "*Lender*").

WHEREAS, Nastor Holding AG, a company incorporated in Switzerland and Nastor Investments Limited, a company incorporated in England and Wales, have entered into a Loan Agreement dated as of August 1, 2009 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "*Loan Agreement*"; the terms defined therein being used herein as therein defined), with Lender.

WHEREAS, as a condition precedent to the making of Loans by Lender under the Loan Agreement, each Grantor has executed and delivered that certain Intellectual Property Security Agreement dated January 13, 2010 made by the Grantors to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, a security interest in certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to Lender under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor or Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

600 W. Chicago
Suite 625
Chicago, IL 60654


CELSIS INTERNATIONAL LIMITED

By: 
Name: JAY LE COUTEUR
Title: CEO

Address for Notices:

600 W. Chicago
Suite 625
Chicago, IL 60654

CELSIS IN VITRO, INC.

By: 
Name: JAY LE COUTEUR
Title: CEO

Address for Notices:

600 W. Chicago
Suite 625
Chicago, IL 60654

CELSIS INC.

By: 
Name: JAY LE COUTEUR
Title: CEO

**Schedule I to the
Security Agreement**

INTELLECTUAL PROPERTY

I. Patents

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status/ Issue Date</u>
In Vitro Technologies, Inc. (Paul Silber only) The University of Maryland, Baltimore	Cell Lines Harboring Hepatitis Virus and Methods For Using Thereof	USA	--	60/596,162	9/2/2005	expired
In Vitro Technologies, Inc. (Paul Silber only) The University of Maryland, Baltimore	Cell Lines Harboring Hepatitis Virus and Methods For Using Thereof	PCT	WO 2007/046962	PCT/US2006/034442	9/5/2006	expired
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Hepatocyte Bioreactor System for Long Term Culture of Functional Hepatocyte Spheroids	USA	--	60/359,385	2/26/2002	expired
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Hepatocyte Bioreactor System for Long Term Culture of Functional Hepatocyte Spheroids	PCT	WO 2003/072764	PCT/US03/05638	2/26/2003	expired
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.) Security Agreement – Barclays Bank plc (released 10/2009)	Hepatocyte Bioreactor System for Long Term Culture of Functional Hepatocyte Spheroids	USA	7,351,584	10/505,785	8/26/2004	4/1/2008
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Hepatocyte Bioreactor System for Long Term Culture of Functional Hepatocyte Spheroids	USA	7,575,911	12/059,683	3/31/2008	8/18/2009
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Hepatocyte Bioreactor System for Long Term Culture of Functional Hepatocyte Spheroids	USA	7,575,859	12/177,017	7/21/2008	8/18/2009

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status/ Issue Date</u>
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Hepatocyte Bioreactor System for Long Term Culture of Functional Hepatocyte Spheroids	USA	--	12/542,505	8/17/2009	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.) Security Agreement – Barclays Bank plc (released 10/2009)	Novel Cellular Compositions and Methods for Their Preparation	USA	7,604,929	11/110,879	4/21/2005	10/20/2009
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	PCT	WO 2006/115682	PCT/US2006/011551	3/30/2006	expired
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	Australia	--	2006240454	3/30/2006	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	Canada	--	2,604,693	3/30/2006	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	China	--	200680018373.5	3/30/2006	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	Europe	--	06739994.9	3/30/2006	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	Hong Kong	--	08109087.7	3/30/2006	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	India	--	8697/DELNP/2007	3/30/2006	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	Japan	--	2008-507685	3/30/2006	pending

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status/ Issue Date</u>
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	Singapore	--	200716800-8	10/11/2007 (4/21/2005)	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	USA	--	12/568,346	9/28/2009	pending
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Novel Cellular Compositions and Methods for Their Preparation	USA	--	12/568,443	9/28/2009	pending
Celsis International LTD (f/k/a Celsis International plc) Cornell University	Detection of Analytes in Samples Using Liposome-Amplified Luminescence and Magnetic Separation	USA	--	11/669,078	1/30/2007	pending
Celsis International LTD (f/k/a Celsis International plc) Cornell University	Detection of Analytes in Samples Using Liposome-Amplified Luminescence and Magnetic Separation	PCT	WO 2008/094273	PCT/US07/67288	4/24/2007	expired
Celsis International LTD (f/k/a Celsis International plc) BioVentures, Inc.	Use of Nucleic Acid Probes to Detect Nucleotide Sequences of Interest in a Sample	USA	--	61/023,348	1/24/2008	expired
Celsis International LTD (f/k/a Celsis International plc) BioVentures, Inc.	Use of Nucleic Acid Probes to Detect Nucleotide Sequences of Interest in a Sample	PCT	WO 2009/094597	PCT/US09/31918	1/23/2009	expired
Celsis International LTD (f/k/a Celsis International plc) BioVentures, Inc.	Use of Nucleic Acid Probes to Detect Nucleotide Sequences of Interest in a Sample	USA	--	12/359,263	1/23/2009	pending

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status/ Issue Date</u>
Celsis International LTD (f/k/a Celsis International plc)	Reagents and Methods for Use in Bioluminescence	PCT	WO 94/28169	PCT/GB94/01163	5/27/1994	expired
Celsis International LTD (f/k/a Celsis International plc)	Reagents and Methods for Use in Bioluminescence	USA	5,770,391	08/564,083	11/30/1995	6/23/1998
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.) Security Agreement – Barclays Bank plc (released 10/2009)	Method of and Apparatus for Packaging Temperature Sensitive Materials for Transportation	USA	5,419,152	08/165,485	12/13/1993	expired
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.) Security Agreement – Barclays Bank plc (released 10/2009)	Method of and Apparatus for Packaging Temperature Sensitive Materials for Transportation	USA	5,435,142	08/316,637	9/30/1994	expired
Celsis International LTD (f/k/a Celsis International plc)	Method and Apparatus for the Analysis of Biological Material	PCT	WO 93/19199	PCT/GB93/00577	3/22/1993	expired
Celsis International LTD (f/k/a Celsis International plc)	Method and Apparatus for the Analysis of Biological Material	USA	5,624,815	08/302,905	12/5/1994	expired
Celsis International LTD (f/k/a Celsis International plc)	Hygiene Monitoring	PCT	WO 00/36139	PCT/GB99/04244	12/15/1999	expired
Celsis International LTD (f/k/a Celsis International plc)	Hygiene Monitoring	USA	--	09/882,626	6/15/2001	abandoned
Celsis International LTD (f/k/a Celsis International plc)	Polyols in Bioluminescence Assays	USA	--	60/355,663	2/5/2002	expired

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status/ Issue Date</u>
Celsis International LTD (f/k/a Celsis International plc)	Polyols in Bioluminescence Assays	USA	--	10/346,003	1/16/2003	abandoned
Celsis International LTD (f/k/a Celsis International plc)	Assay for Microorganisms and Device for Use Therein	PCT	WO 97/17609	PCT/GB96/02709	11/5/1996	expired
Celsis International LTD (f/k/a Celsis International plc)	Assay for Microorganisms and Device for Use Therein	USA	5,962,247	09/068,255	5/5/1998	expired
Celsis International LTD (f/k/a Celsis International plc)	Detection of Biological Material	PCT	WO 94/25619	PCT/GB94/00783	4/14/1994	expired
Celsis International LTD (f/k/a Celsis International plc)	Detection of Biological Material	USA	--	08/553,477	10/20/1995	abandoned
Celsis International LTD (f/k/a Celsis International plc)	Sample-Collecting and Assay Device for Use in the Detection of Biological Material	USA	6,043,047	09/012,281	1/23/1998	expired
Celsis International LTD (f/k/a Celsis International plc)	Use of Novel Compounds to Release Nucleotides from Living Cells	USA	--	60/495,440	8/15/2003	expired
Celsis International LTD (f/k/a Celsis International plc)	Use of Novel Compounds to Release Nucleotides from Living Cells	PCT	WO 2005/019235	PCT/US04/26134	8/12/2004	expired
Celsis International LTD (f/k/a Celsis International plc)	Use of Novel Compounds to Release Nucleotides from Living Cells	USA	--	10/916,882	8/12/2004	abandoned
Celsis International LTD (f/k/a Celsis International plc)	Detection Apparatus	PCT	WO 94/28110	PCT/GB94/01162	5/27/1994	expired

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status/ Issue Date</u>
Celsis International LTD (f/k/a Celsis International plc)	Detection Apparatus	USA	5,811,257	08/557,112	11/30/1995	expired

II. Domain Names and Trademarks

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
Celsis International LTD (f/k/a Celsis International plc)		USA	CELSIS	2501157	74605758	12/2/1994	10/30/2001	Live
Celsis International LTD (f/k/a Celsis International plc)		USA	CELSIS ADVANCE	2522882	75185129	10/17/1996	12/25/2001	Live
Celsis International LTD (f/k/a Celsis International plc)		USA	RAPISCREEN	3378805	79024801	12/20/2005	2/5/2008	Live
Celsis International LTD (f/k/a Celsis International plc)		USA	COLICOUNT	2503362	75351990	9/4/1997	11/6/2001 (cancelled)	Dead
Celsis International LTD (f/k/a Celsis International plc)		USA	SYSTEMSURE	2446670	75361775	9/23/1997	4/24/2001 (cancelled)	Dead
Celsis International LTD (f/k/a Celsis International plc)		USA	CELSIS COLOURCOUNT	--	75026784	12/1/1995	-- (abandoned)	Dead
Celsis International LTD (f/k/a Celsis International plc)		USA	CELSIS DIGITAL	--	74604964	12/1/1995	-- (abandoned)	Dead

<u>Grantor</u>	<u>Domain Name/ Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)		USA	WHERE STATE OF THE ART MEETS SCIENCE	--	78560316	2/3/2005	-- (abandoned)	Dead
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)		USA	IN VITRO TECHNOLOGIES	3078682	78476143	8/31/2004	4/11/2006	Live
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)		USA	BEYOND YOUR EXPECTATIONS	2405641	75735445	7/20/1999	11/21/2000 (cancelled)	Dead
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)		USA	IN VITRO TECHNOLOGIES	1862879	74404235	6/21/1993	11/15/1994 (cancelled)	Dead
Celsis International LTD (f/k/a Celsis International plc)	www.celsis.be							
Celsis International LTD (f/k/a Celsis International plc)	www.celsis.co.uk							
Celsis International LTD (f/k/a Celsis International plc)	www.celsis.com							
Celsis International LTD (f/k/a Celsis International plc)	www.celsis.nl							

<u>Grantor</u>	<u>Domain Name/ Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
Celsis International LTD (f/k/a Celsis International plc)	www.celsis1.com							
Celsis International LTD (f/k/a Celsis International plc)	www.celsislabs.com							
Celsis International LTD (f/k/a Celsis International plc)	www.keepitmovingleaner.com							
Celsis International LTD (f/k/a Celsis International plc)	www.rapiscreen.com (website not active, but associated with jparsons@celsis.co.uk)							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.caco-2.com			These websites direct to www.invitrotech.com (but are Celsis websites)				
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.cyp450.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.druginteraction.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.drugmetabolism.com							

<u>Grantor</u>	<u>Domain Name/ Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.hepatocyte.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.invitrotech.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.invitrotechnologies.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.invitrotechnology.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.p450.biz							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.p450.com							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.p450.info							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.p450.us							
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	www.microsome.com							

III. Trade Names

<u>Grantor</u>	<u>Names</u>
Celsis Inc.	Celsis AKuScreen
Celsis Inc.	Celsis ReACT
Celsis Inc.	Celsis LuminASE
Celsis Inc.	Celsis LuminEX
Celsis Inc.	Celsis LuminACT
Celsis Inc.	Celsis LuminAMP
Celsis Inc.	Celsis LuminATE
Celsis Inc.	Celsis Innovate
Celsis Inc.	Rapid Returns
Celsis Inc.	CellScan
Celsis International LTD (f/k/a Celsis International plc)	Smart science for smart business
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	HepatAlert
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Purpose-pool
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	LiverPool
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	<i>InVitro</i> CYP H-Class
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	<i>InVitro</i> CYP M-Class
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	<i>InVitro</i> CYP C-Class
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	<i>InVitro</i> CYP
Celsis In Vitro, Inc. (f/k/a In Vitro Technologies, Inc.)	Torpedo (Antibiotic Mix)

IV. Copyrights

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Celsis Inc.	Value Creation Model (VCM)	Various countries	Value Creation Model	N/A	N/A	N/A	N/A

V. IP Agreements

<u>Celsis Entity</u>	<u>Third Party</u>	<u>Date</u>	<u>Title</u>	<u>Expiration Date</u>
Celsis International LTD (f/k/a Celsis International plc)	BioVentures, Inc.	12/20/05	Joint Development Agreement	2/20/11
Celsis International LTD (f/k/a Celsis International plc)	Defence Science and Technology Laboratory (DSTL)	Renewed in or about 2009	AK License	TBD