

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
Atherotech, Inc.	06/04/2010

RECEIVING PARTY DATA

Name:	Stonehenge Capital Fund Alabama, LLC
Street Address:	2001 Park Place Tower; Ste. 320
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203

Name:	Stonehenge Capital Fund Alabama II, LLC
Street Address:	2001 Park Place Tower; Ste. 320
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	11316520
Patent Number:	7521248
Patent Number:	5633168
Patent Number:	5284773

CORRESPONDENCE DATA

Fax Number: (205)714-6360

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

Phone: 205-254-1185

Email: tryan@maynardcooper.com

Correspondent Name: Lee Sheppard

501214149

PATENT
REEL: 024576 FRAME: 0761

OP \$160.00 11316520

Address Line 1: 1901 Sixth Avenue North; Ste 2400
Address Line 4: B, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 10326-0003

NAME OF SUBMITTER: Lee Sheppard

Total Attachments: 8

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated June 4, 2010 is between **ATHEROTECH, INC.**, a Delaware corporation, as debtor (the "Company"), and **STONEHENGE CAPITAL FUND ALABAMA, LLC**, an Alabama limited liability company ("Stonehenge I") and **STONEHENGE CAPITAL FUND ALABAMA II, LLC**, an Alabama limited liability company ("Stonehenge II", together with Stonehenge I, the "Purchasers").

Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Company has requested that the Purchasers purchase certain Notes from the Company pursuant to the Purchase Agreement. To secure the Obligations, and to induce the Purchasers to purchase the Notes under the Credit Documents, the Company has agreed to execute and deliver this Agreement to the Purchasers.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and to induce the Purchasers to purchase the Notes from the Company under the Credit Documents, the Company agrees with the Purchasers as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 Rules of Construction. This Agreement is subject to the rules of construction set forth in the Purchase Agreement described in Exhibit A.

SECTION 1.2 Definitions. As used in this Agreement, capitalized terms that are not otherwise defined herein have the meanings defined for them in the Purchase Agreement described in Exhibit A and the following terms are defined as follows:

(a) Unless otherwise defined herein, terms used in this Agreement that are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC") have the meanings defined for them therein.

(b) **Account Debtor** includes any buyer or lessee of Inventory from the Company, any customer for whom services are rendered or materials furnished by the Company, any other person obligated to the Company on an Account and all "account debtors" as defined in Article 9 of the UCC.

now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how or when they arise (including those arising after the filing of a petition by or against the Company under the Bankruptcy Code, even if such obligations do not accrue because of the automatic stay under the Bankruptcy Code or otherwise) or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, general partner, drawer, tort-feasor, account party with respect to a letter of credit, indemnitor or otherwise; (5) all amounts becoming due and payable to the Beneficiary by an Obligor under or with respect to any Hedge Agreement and any and all renewals or extensions of any thereof, regardless of by what agreement or instrument any of the same may be evidenced or whether evidenced by any agreement or instrument; and (6) all renewals, extensions, modifications and amendments of any of the foregoing, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

(y) **Obligors** means the Company, each other person, if any, executing any Security Document as a grantor, (if the Company is a partnership) any general partner thereof, any other maker, endorser, surety, guarantor or other person now or hereafter liable for the payment or performance, in whole or in part, of any of the Obligations and all "obligors" as defined in Article 9 of the UCC.

(z) **Patent Collateral** means, collectively, the Patent Licenses, the Patents and all proceeds thereof, together with the Company's right, title, interest, claims and demands for past and future infringements of the Patents and Patent Licenses.

(aa) **Patent Licenses** means any and all license agreements between Company and any other Person, whether Company is a licensor or licensee under such license agreements, including, without limitation, those license agreements listed on Schedule C attached hereto and made a part hereof with respect to the patents and patent applications listed on Schedule B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all items now or hereafter owned by the Company or covered by such license agreements.

(ab) **Patents** means, whether now existing or hereafter arising, all of Company's rights, title and interest in and to (1) any patents and patent applications, (2) any and all inventions and improvements described and claimed in such patents and patent applications, (3) those patents and patent applications listed on Schedule A and Schedule B, respectively, each of which is attached hereto and made a part hereof, (4) the reissues, continuations, renewals, extensions and continuations-in-part of any patents and patent applications, (5) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (6) rights to sue for past, present and future infringements of patents, and (7) all rights corresponding to any of the foregoing throughout the world.

(ac) **Permitted Contest** means any appropriate proceeding conducted in good faith by the Company to contest any tax, assessment, charge, Lien or similar claim, during the pendency of which proceeding the enforcement of such tax, assessment, charge, Lien or claim is stayed;

provided that the Company has set aside on its books or, if required by the Purchasers, deposited as cash collateral with the Purchasers, adequate cash reserves to assure the payment of any such tax, assessment, charge, Lien or claim.

(ad) **Permitted Encumbrances** means Liens securing Subordinate Debt, if consented to in writing in advance by the Purchasers, which consent may be granted or withheld in the Purchasers' sole and absolute discretion, and any Liens and other matters affecting title to the Property that are described in Exhibit D.

(ae) **Person** (whether or not capitalized) includes natural persons, sole proprietorships, corporations, trusts, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, limited liability companies and Governmental Authorities.

(af) **Property** is defined in Section 2.1.

(ag) **Quest Agreement** means collectively, (i) that certain Agreement between the Company and Quest Diagnostics Incorporated dated August 15, 2005 and (ii) that certain Referral Testing Agreement between the Company and Quest Diagnostics, Incorporated effective as of October 1, 2008.

(ah) **Security Documents** means all Credit Documents that now or hereafter grant or purport to grant to the Purchasers any guaranty, collateral or other security for any of the Obligations.

(ai) **Subordinate Debt** means indebtedness incurred by the Company that is on terms and conditions acceptable to the Purchasers in their sole and absolute discretion and that is subordinated to the Obligations pursuant to a written subordination agreement that is acceptable to the Purchasers in their sole and absolute discretion.

(aj) **Tangible Property** means all Equipment, Fixtures, Inventory and other tangible personal property of the Company.

(ak) **Trademarks** means one or all of the following now owned or hereafter acquired by Company or in which Company now has or hereafter acquires any rights: (1) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (2) the goodwill symbolized by any of the foregoing, (3) any and all licenses of trademarks, service marks, trade names and/or trade styles, whether as licensor or licensee, (4) any renewals of any and all trademarks, service marks, trade names, trade styles and/or licenses of any of the foregoing, (5) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof, (6) rights to sue for past, present and future

infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (7) all rights corresponding to any of the foregoing throughout the world.

- (al) UABRF Agreement is defined in Section 2.1(j).

ARTICLE 2

Security Agreement

SECTION 2.1 Granting Clauses. As security for the Obligations, the Company hereby grants to the Purchasers security title to and a continuing security interest in, and assigns, transfers, conveys, pledges and sets over to the Purchasers all of the Company's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Company, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

(a) all Equipment, Fixtures, Inventory and other Tangible Property of the Company, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;

(b) all Accounts and Contracts of the Company;

(c) all General Intangibles of the Company;

(d) all Patent Collateral and Trademarks of the Company;

(e) all of the Company's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;

(f) all moneys of the Company, all Deposit Accounts of the Company in which such moneys may at any time be on deposit or held, all investments or securities of the Company in which such moneys may at any time be invested and all certificates, instruments and documents of the Company from time to time representing or evidencing any such moneys;

(g) all Investment Property of the Company;

(h) all of the Company's technology, intellectual property, proprietary information, data, applications, source codes, algorithms, models, formulations, analytical techniques, processes, computer programs, interfaces, ideas, designs, concepts, discoveries, findings, inventions (whether or not patentable), know-how, methods, developments, SOPs, protocols, works of authorship, divisionals, continuations, continuations-in-part, reissues, substitutions, re-examinations, renewals, re-registrations, refilings, extensions and modifications relating to any of the foregoing, licenses, sublicenses, copyrights and any and all goodwill, licenses, sublicenses and

other rights to use, incorporate, license, sell and/or assign any licenses, sublicenses and copyrights and any property incorporating any of the foregoing, together with all applications for registration and registrations obtained for any of the foregoing, and all renewals and/or extensions thereof, rights to terminate or assign any of the foregoing, options, royalty buyout rights, and rights of refusal with respect to rights to sue for infringements and all other rights corresponding or relating thereto, all related licenses, sublicenses, royalties, rights and property, and all further or other property that pertains, incorporates or relates to or emanates or derives from any of the foregoing and/or the ownership, use, possession, transfer, licensing or sublicensing thereof (whether as licensor, licensee, sublicensor or sublicensee), any property which embodies or incorporates any of the foregoing, and all proceeds, products, rents, issues, royalties, profits and returns of and from any of the foregoing;

(i) all of the Company's oil, petroleum, gasoline and similar products and goods;

(j) all of the Company's right, title, and interest in, to and under that certain License Agreement dated March 5, 1999 among UAB Research Foundation ("UABRF"), M&RS, Inc. (thereafter known as "Atherotech, Inc.", a California corporation and a constituent of the merger between said California corporation and Atherotech Delaware, Inc. to become Atherotech, Inc., a Delaware corporation, the Company hereunder) and Atherotech, Inc., an Alabama corporation, thereafter known as "AV Holdings, Inc.", as assigned by AV Holdings, Inc. to AV Holdings, LLC, as amended by First Amendment to the License Agreement dated effective December 1, 2003 among UABRF, AV Holdings and the Company (the "UABRF Agreement"), including without limitation all VAP Technology as defined therein;

(k) all of the Company's right, title, and interest in, to and under the Lab-Corp Agreement and Quest Agreement;

(l) any other property of the Company now or hereafter held by the Purchasers or by others for the Purchasers' account;

(m) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against the Company under the federal Bankruptcy Code, and all instruments delivered to the Purchasers in substitution for or in addition to any such property;

(n) all improvements, derivation works, enhancements, updates, modifications, divisionals, continuations, continuations-in-part, reissues, re-examinations, renewals, re-registrations, refilings, extensions, substitutions, accessions, additions, parts, accessories, attachments, replacements, proceeds and products of, for, to or relating to any and all of the property described in the foregoing granting clauses, including without limitation, insurance and tort claims and proceeds, and any and all such substitutions, accessions, additions, parts, accessories, attachments, replacements, proceeds and products in the form of any of the property described or referenced in the foregoing granting clauses;

(o) all supporting obligations; and

SCHEDULE A
Patents and Patent Applications Owned by Atherotech, Inc.

1. Cholesterol Measurement System and Method, Application Serial No. 11/316,520 (filed December 21, 2005).
2. Patent Number 7,521,248 registered April 21, 2009; APO B Measurement System and Method. The inventor, Krishjanji R. Kulkarni, has assigned this patent to Company.

SCHEDULE B

Patents and Patent Applications Subject to License Agreements

1. Patent No. 5,633,168 registered May 27, 1998 and licensed to the Company pursuant to the UABRF Agreement
2. Patent No. 5,284,773 registered February 8, 1994 and licensed to the Company pursuant to the UABRF Agreement

SCHEDULE C
Licenses

License to Atherotech, Inc.:

1. License Agreement, effective as of March 5, 1999, with The UAB Research Foundation, as amended from time to time (with respect to Patent No. 5,633,168, registered May 27, 1998 and Patent No. 5,284,773, registered February 8, 1994).
2. Microsoft Enterprise Agreement (Business Agreement Number U5126693 and Enterprise Agreement Number 01E66215) effective as of July 31, 2006 and extended effective as of August 1, 2009. This agreement grants the Company a license to use certain Microsoft enterprise software.

License from Atherotech, Inc.:

1. Agreement between the Company and Quest Diagnostics Incorporated dated August 15, 2005.
2. Testing and License Agreement, effective as of July 1, 2003, between the Company and Laboratory Corporation of America Holdings.