

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
CeraTech, Inc.	03/18/2010
<b>RECEIVING PARTY DATA</b>	
Name:	The Abell Foundation, Inc.
Street Address:	111 S. Calvert Street, Suite 2300
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202-6174
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	7491267
Application Number:	12017956
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-610-6100
Email:	boxip@hoganlovells.com
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP
Address Line 1:	7930 Jones Branch Drive
Address Line 2:	Box Intellectual Property
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	65993.22
NAME OF SUBMITTER:	Timothy J. Lyden
Total Attachments: 6 source=Redacted CeraTech Security Interest#page1.tif source=Redacted CeraTech Security Interest#page2.tif	

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**PATENT**  
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[REDACTED]

[REDACTED]

**SECURED CONVERTIBLE PROMISSORY NOTE**

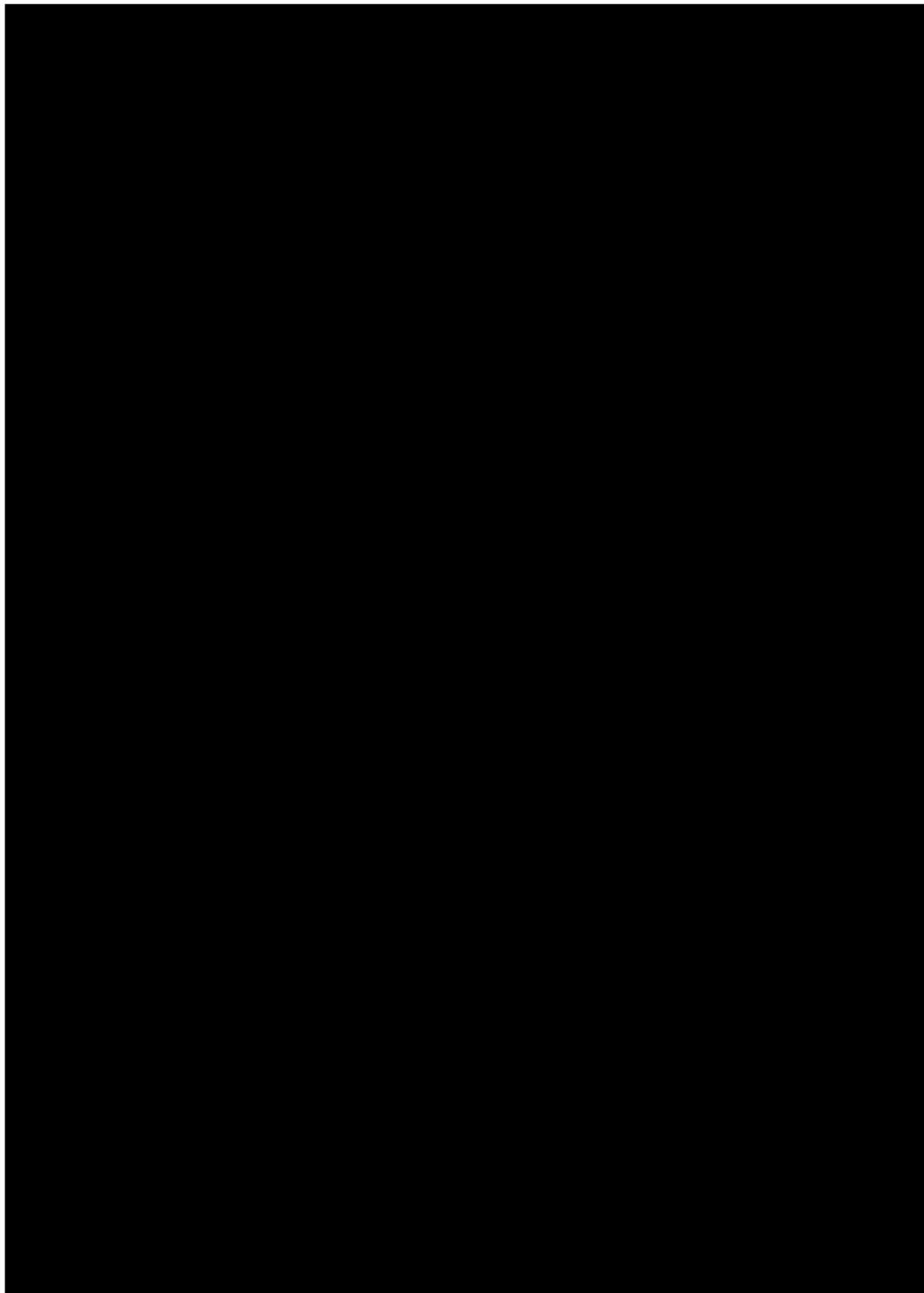
[REDACTED] Issuance Date: March 18, 2010

**FOR VALUE RECEIVED**, the undersigned, CeraTech, Inc., a Delaware corporation, having an address at 1500 North Beauregard Street, Suite 320, Alexandria, Virginia 22311 (the "**Maker**"), hereby promises to pay to The Abell Foundation (the "**Holder**"), being the holder of this Secured Convertible Promissory Note (this "**Note**"), the principal amount of [REDACTED]

[REDACTED] in accordance with the terms and provisions of this Note. This Note is issued pursuant to, and on the terms and conditions set forth in, a Convertible Note Purchase Agreement, dated as of August 20, 2009 (the "**Purchase Agreement**"), by and among the Maker, the Holder and certain other investors named therein (the Holder and each such investor, a "**Lender**"), and this Note is one of a series of convertible promissory notes of like tenor issued by the Maker pursuant to the Purchase Agreement in a bridge loan financing ("**Bridge Financing**") (such notes issued in such Bridge Financing, together with this Note, the "**Bridge Notes**"). Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement. This Note is being issued at the Initial Closing under the Purchase Agreement.

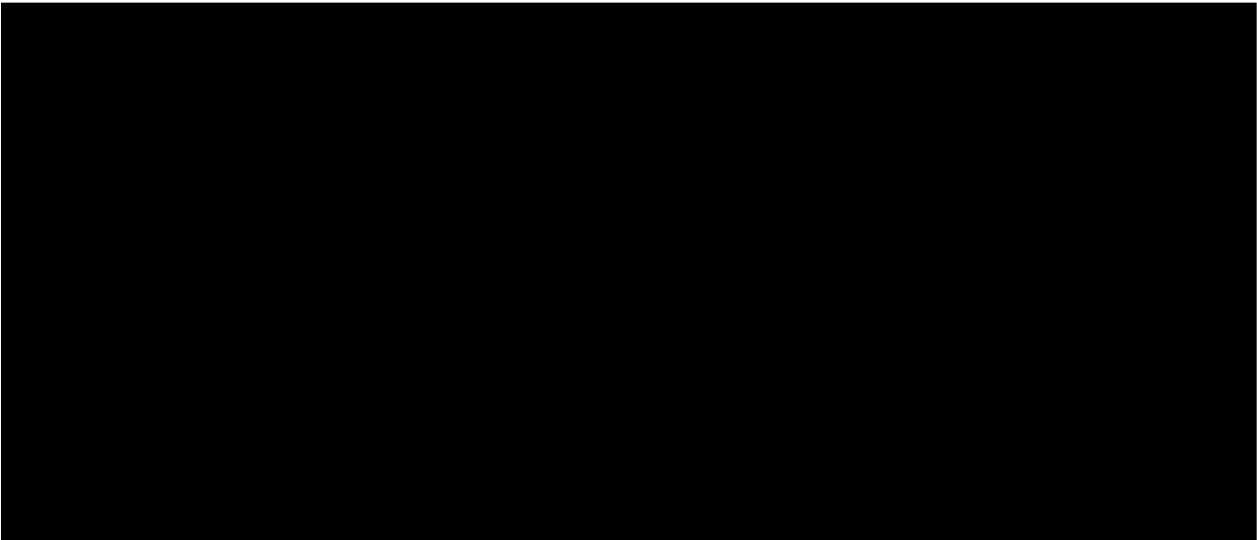
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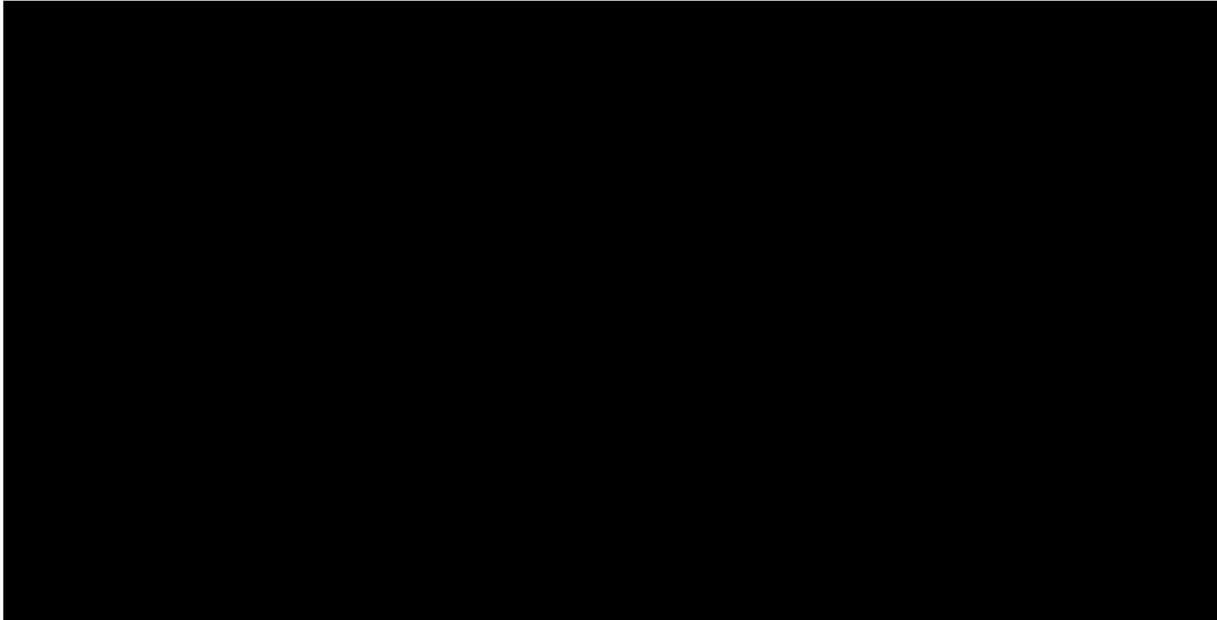


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6. Secured Interest. To secure its obligation under this Note, Maker hereby pledges and grants to Holder a first priority security interest in all of Maker's right, title and interest in and to the Collateral. For purposes of this Agreement, "Collateral" means all of the following owned by Maker: (a) registered copyrights, designs, formulas and other works of authorship, including computer programs, source code and executable code, whether embodied in software, firmware or otherwise, designs, documentations, records, data and maskworks; (b) inventions (whether or not patentable and whether or not reduced to practice), processes, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof); (c) proprietary and confidential information, trade secrets and know how; (d) databases, data compilations and collections and technical data; (e) logos, trade names, trade dress, trademarks and service marks; (f) domain names, web addresses and sites; and (g) all instantiations of the foregoing in any form and embodied in any medium. Maker hereby authorizes Holder to file a financing statement describing the Collateral to secure the payment of the amounts owed hereunder.



10. Assignment. The Holder may not assign or transfer this Note, or any interest herein, without the prior written consent of the Maker. This Note may be transferred only upon its surrender to the Maker for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in a form satisfactory to the Maker. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall be full discharge of the Maker's obligation to pay such interest and principal.

11. Governing Law. The provisions of this Note shall be governed and construed according to the laws of the State of Delaware, without giving effect to its conflicts of laws provisions.

12. Notices. Any notice provided for in this Note shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) or sent via facsimile or electronic mail (with receipt confirmation) to the recipient party at the address set forth below, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally, three (3) days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service or confirmation of receipt of facsimile or electronic mail. All notices shall be delivered as follows:

If to the Maker:

CeraTech, Inc.  
1500 North Beauregard Street  
Suite 320  
Alexandria, Virginia 22311  
Facsimile: (703) 894-1068  
Attention: Chief Executive Officer

If to the Holder, at the address on the signature page.

13. Modifications. This Note may be modified or amended, and any provision hereof may be waived, only by the Holder and the Maker. Any modification, amendment or waiver effected in accordance with the foregoing shall be valid, binding and enforceable against the Holder.

14. Severability. In the event that any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Captions. The captions herein are for convenience and reference only and in no way define or limit the scope or content of this Note or in any way affect its provisions.

16. Conflicts. The terms and conditions of the Purchase Agreement are hereby incorporated by reference. By accepting delivery of this Note, Holder hereby acknowledges that Holder has read and understands the Purchase Agreement and agrees that this Note, together with the Purchase Agreement, shall govern the terms and conditions of the purchase of the Note. In the event of any conflict between the terms and conditions of this Note and the Purchase Agreement, the Purchase Agreement shall control.

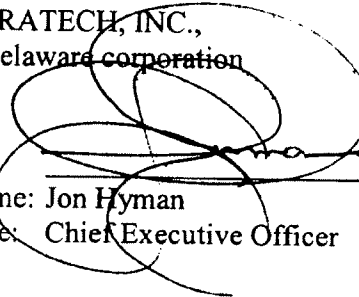
17. Debtor-Creditor Relationship. The Holder shall in no event be construed for any purpose to be a partner, joint venturer or associate of the Maker, it being the sole intention of the parties to establish a relationship of debtor and creditor.

*[Signature Page Follows]*

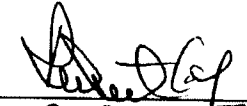
IN WITNESS WHEREOF, the Maker and the Holder have executed this Note on and as of the Issuance Date set forth above.

**MAKER**

CERATECH, INC.,  
a Delaware corporation

By:   
Name: Jon Hyman  
Title: Chief Executive Officer

**HOLDER**

By:   
Name: Robert C. Embury Jr.  
Address: The Abell Foundation  
111 S. Calvert St. Suite 2300  
Baltimore, MD

21202