

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
Aureon Biosciences, Inc.	08/09/2010
RECEIVING PARTY DATA	
Name:	Atlas Venture Fund VI, L.P.
Street Address:	890 Winter Street
Internal Address:	Suite 320
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Name:	Atlas Venture Fund VI GmbH & Co. KG
Street Address:	890 Winter Street
Internal Address:	Suite 320
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Name:	Atlas Venture Entrepreneurs' Fund VI, L.P.
Street Address:	890 Winter Street
Internal Address:	Suite 320
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Name:	Sprout Entrepreneurs Fund, L.P.
Street Address:	7 Times Square
Internal Address:	Suite 1603
City:	New York
State/Country:	NEW YORK

OP \$1040.00 6995020

Postal Code:	10036
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Name:	Sprout Capital IX, L.P.
Street Address:	7 Times Square
Internal Address:	Suite 1603
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

Name:	DLJ Capital Corp.
Street Address:	7 Times Square
Internal Address:	Suite 1603
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

Name:	Sprout IX Plan Investors, L.P.
Street Address:	7 Times Square
Internal Address:	Suite 1603
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

Name:	Pfizer Inc
Street Address:	235 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

Name:	Mintz Levin Investments LLC
Street Address:	One Financial Center
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02111

Name:	Iniciativas Digitales
Street Address:	Avenida de Manotoras 18
Internal Address:	6th Floor, Door 2
City:	28050 Madrid
State/Country:	SPAIN

**PATENT**

**REEL: 024946 FRAME: 0494**

Name:	Inversiones VECU 2006, s.l.
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City:	33002 Oviedo
State/Country:	SPAIN

Name:	Lealtad Desarrollo, S.C.R., S.A.
Street Address:	C/ Velazquez, 100-1 Der.
City:	28006 Madrid
State/Country:	SPAIN

Name:	Ipetex S.A.
Street Address:	Av. Sidonio Pais, 14-1 Esq.
City:	1050-214 Lisbon
State/Country:	PORTUGAL

Name:	Cantabria De Activos, S.L.
Street Address:	Capitan Hays, n 9-8
Internal Address:	CIF-B-79 94 89 15
City:	28020 Madrid
State/Country:	SPAIN

Name:	Corporacion Masaveu, S.A.
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Internal Address:	NIF-A-33 06 53 01
City:	33003 Oviedo-Asturias
State/Country:	SPAIN

Name:	Alfredo Perez de Arminan
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City:	28036 Madrid
State/Country:	SPAIN

Name:	Gabriel Stamoglou Fernandez de Villavicencio
Street Address:	Cantalejo, 4 4 F
City:	28035 Madrid
State/Country:	SPAIN

Name:	Alejandro Stamoglou Fernandez de Villavicencio
Street Address:	Cantalejo, 4 4 F
City:	28035 Madrid

State/Country: SPAIN

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	6995020
Patent Number:	7326575
Patent Number:	7483554
Patent Number:	7321881
Patent Number:	7702598
Patent Number:	7505948
Patent Number:	7761240
Patent Number:	7467119
Patent Number:	7461048
Patent Number:	7599893
Application Number:	12313015
Application Number:	12322329
Application Number:	11581043
Application Number:	12802743
Application Number:	12449710
Application Number:	11404272
Application Number:	12583010
Application Number:	12322973
Application Number:	12462041
Application Number:	12584048
Application Number:	12821664
Application Number:	61280162
Application Number:	61343306
PCT Number:	US0904364
PCT Number:	US0904906
PCT Number:	US1039648

CORRESPONDENCE DATA

Fax Number: (617)542-2241

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

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Email: ATLeland@mintz.com

Correspondent Name: Anne Leland  
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Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:

Brad Scheller

**Total Attachments: 31**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of August 9, 2010, is by and among AUREON BIOSCIENCES, INC., a Delaware corporation (the “**Grantor**”) and the parties listed on Schedule 1 hereto (each a “**Secured Party**,” and together the “**Secured Parties**”).

**W I T N E S S E T H:**

WHEREAS, the Grantor and the Secured Parties have entered into that certain Securities Purchase Agreement of even date herewith (as amended or otherwise modified from time to time, the “**Securities Purchase Agreement**”), pursuant to which the Grantor has issued certain convertible secured promissory notes (such notes, as amended or modified from time to time, the “**Notes**”).

WHEREAS, in connection with the Securities Purchase Agreement and the Notes, Grantor and the Secured Parties have entered into that certain Security Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, Grantor has agreed to pledge the Intellectual Property Collateral (as defined below) to the Secured Parties in accordance with the terms of the Security Agreement and this Agreement, to secure the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.**

(i) “**Event of Default**” has the meaning set forth in the Securities Purchase Agreement.

(ii) “**Requisite Purchasers**” has the meaning set forth in the Securities Purchase Agreement.

(iii) “**Intellectual Property Collateral**” has the meaning set forth in Section 2.

(iv) Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Security Agreement.

(v) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; (iii) the words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Article, Section, subsection,

paragraph or clause in which the respective word appears; (iv) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation;” and (v) the term “or” shall not be limiting.

2. Security Interest in Intellectual Property. As security for prompt payment in full of all of the Obligations, Grantor hereby grants to the Secured Parties a first priority security interest, having priority over all other security interests, in all of the Intellectual Property (as defined in the Security Agreement) of Grantor now owned or existing and hereafter acquired or arising or otherwise used or held for use in the Grantor’s business as currently conducted or contemplated to be conducted, (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(i) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, U.S. and non-U.S. patents and patent applications listed on Schedule A, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing patents and applications, together with the items described in the foregoing clauses (a)-(c), being sometimes hereinafter collectively referred to as the “**Patents**”);

(ii) license agreements with any other party in connection with any Patents or such other party’s patents or patent applications, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and, subject to the exceptions on Schedule B-1 as may be updated by Grantor from time to time with the prior written consent of the Requisite Purchasers (such consent not to be unreasonably withheld provided that the applicable update is otherwise in compliance with the terms of this Agreement, including, without limitation, Section 3 hereof), the right to receive payments thereunder and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of the Secured Parties under the Security Agreement (all of the foregoing being hereinafter referred to collectively as the “**Patent Licenses**”), provided that notwithstanding anything herein to the contrary, the Grantor shall remain obligated and liable under the Patent Licenses and the Secured Parties shall not have assumed and shall not have any obligation or liability under the Patent Licenses;

(iii) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations (except for “intent-to-use” applications for trademark or service mark registrations prior to the filing of an amendment alleging use or a verified statement of use), and all goodwill associated therewith, including, without limitation, U.S. and non-U.S. registered trademarks, trademark applications, registered service marks and service mark applications and registrations listed on Schedule C, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of

Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in the foregoing clauses (a)-(d), being sometimes hereinafter collectively referred to as the "**Trademarks**"); and

(iv) license agreements with any other party in connection with any Trademarks or such other party's trademarks or trademark or service mark applications, whether Grantor is a licensor or licensee under any such license agreement, and the right to receive payments thereunder and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of the Secured Parties under the Security Agreement (all of the foregoing being hereinafter referred to collectively as the "**Trademark Licenses**," and together with the Patent Licenses as the "**Licenses**"), provided that notwithstanding anything herein to the contrary, the Grantor shall remain obligated and liable under the Trademark Licenses and the Secured Parties shall not have assumed and shall not have any obligation or liability under the Trademark Licenses.

3. Restrictions on Future Agreements. Grantor will not, without the Requisite Purchasers's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will not permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of (i) the rights granted to the Secured Parties, under this Agreement or any other Document or (ii) the rights associated with those Intellectual Property Collateral which are necessary or desirable in the operation of Grantor's business.

4. New Patents and Trademarks. Grantor represents and warrants that (i) the Patents, Licenses and Trademarks listed on Schedules A, B and C, collectively include all of Intellectual Property Collateral now owned or held by Grantor that are used in or held for use in the Grantor's business as currently conducted or contemplated to be conducted, all license agreements in force as of the date hereof with any other party in connection with any Intellectual Property Collateral or such other party's intellectual property rights, whether Grantor is a licensor or licensee under any such license agreement, (ii) subject to the exceptions on Schedule B-1 as may be updated by Grantor from time to time with the prior written consent of the Requisite Purchasers (such consent not to be unreasonably withheld provided that the applicable update is otherwise in compliance with the terms of this Agreement, including, without limitation, Section 3 hereof), it has the unqualified right to enter into this Agreement and grant the rights granted hereunder without any approval or consent from any third party or conflict with any rights granted to any third party; (iii) there are no existing claims, liens, security interests (other than those granted to the Secured Parties) or other encumbrances other than those described in the exceptions on Schedule B-1 as may be updated by Grantor from time to time with the prior written consent of the Requisite Purchasers (such consent not to be unreasonably withheld provided that the applicable update is otherwise in compliance with the terms of this Agreement, including, without limitation, Section 3 hereof) on or related to the Intellectual Property Collateral. If, prior to the termination of this Agreement, Grantor shall, whether by itself or through its affiliates or subsidiaries, (i) obtain rights to any new Intellectual Property Collateral or (ii) become entitled to the benefit of any new Intellectual Property Collateral, the provisions of Section 2 shall automatically apply thereto, and Grantor shall give to the Secured Parties prompt written notice thereof. Grantor hereby authorizes the Requisite Purchasers and



the Secured Parties to modify this Agreement by (a) amending Schedules A, B or C, as the case may be, to include any future Intellectual Property Collateral that are Patents, Licenses or Trademarks under Section 2 or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a short form of this Agreement containing Schedules A, B or C thereto, as the case may be, such future Intellectual Property Collateral which are Patents, Licenses or Trademarks, as the case may be, under Section 2 or this Section 4. Notwithstanding the foregoing, Grantor agrees that the Secured Parties' security interest shall extend to all of the Intellectual Property Collateral listed in Section 2 and this Section 4, regardless of whether the Requisite Purchasers or the Secured Parties actually amend Schedules A, B or C, respectively.

5. Royalties. Grantor hereby agrees that the use by the Secured Parties of the Intellectual Property Collateral as authorized hereunder shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Parties to Grantor.

6. Nature and Continuation of the Secured Parties' Security Interest. This Agreement is made for Collateral security purposes only. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall remain in full force and effect until the Obligations have been paid in full and the Security Agreement terminated, at such time the rights granted to the Secured Parties hereunder shall also terminate.

7. Further Assignments and Security Interests. Grantor agrees not to sell, transfer or assign any of its interests in, or grant any license under (other than granting any non-exclusive license in the ordinary course of business consistent with past practices), the Intellectual Property Collateral, or enter into any agreement for any option or rights related to such grant, sale, transfer or assignment, without the prior written consent of the Requisite Purchasers. Additionally and without limitation, Grantor shall not, and shall not permit others to, grant any liens, security interest, mortgage or other encumbrance on the Intellectual Property Collateral (other than granting any non-exclusive license in the ordinary course of business consistent with past practices) without the prior written consent of the Requisite Purchasers.

8. Duties of Grantor. Grantor shall have the duty to the extent desirable in the conduct of Grantor's business and consistent with Grantor's current business practices and Grantor's reasonable business judgment: (i) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make application on such unpatented but patentable inventions as Grantor deems appropriate; (iii) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (iv) to make applications for trademarks and service marks as Grantor deems appropriate; (v) to take reasonable steps to preserve and maintain all of Grantor's rights in the Intellectual Property Collateral, including any enforcement thereof; and (vi) obtain any consents, waivers or agreements necessary to enable any Secured Party to exercise its remedies with respect to any and all Intellectual Property Collateral. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall notify the Secured Parties in writing of any event that is reasonably likely to have a material impact on the value of the Intellectual Property Collateral. Grantor shall not abandon any right to file a patent, trademark or service mark application or any pending patent, trademark or service mark application or patent, trademark or service mark, which is or shall be in the Grantor's reasonable business judgment necessary or economically desirable to the operation of

Grantor's business. The Secured Parties shall have no duty with respect to the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Secured Parties shall not be under any obligation to take any steps necessary to preserve rights in the Intellectual Property Collateral against any other parties, but may do so at their option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.

9. The Secured Parties' Right to Sue; Limited License. From and after the occurrence and during the continuance of an Event of Default, the Requisite Purchasers shall have the right, but shall not be obligated, upon prior written notice to Grantor, to bring suit to enforce the rights of the Secured Parties as secured parties under the New York Uniform Commercial Code or the laws of any other applicable jurisdiction in relation to the Intellectual Property Collateral, and, if the Requisite Purchasers shall commence any such suit, Grantor shall, at the request of the Requisite Purchasers, do any and all lawful acts and execute any and all proper documents required by the Requisite Purchasers in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify the Requisite Purchasers and Secured Parties for all reasonable costs and expenses incurred by the Requisite Purchasers and Secured Parties in the exercise of their rights under this Section 9 in accordance with Section 11 hereof and Section 13 of the Security Agreement (including, without limitation, all reasonable attorneys' fees). If, for any reason whatsoever, the Requisite Purchasers or any Secured Party is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby. Grantor hereby grants to the Secured Parties a license with respect to all Intellectual Property Collateral to the extent necessary to enable the Secured Parties to exercise their rights and remedies upon the occurrence of any Event of Default, including, without limitation, to realize on the Intellectual Property Collateral, and for any successor, assign or transferee of any Secured Party to enjoy the benefits of the Intellectual Property Collateral. This license shall inure to the benefit of the Secured Parties and their successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to Grantor or any other Person by a Secured Party or any other Person.

10. The Secured Parties' Exercise of Rights and Remedies Upon Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Requisite Purchasers and the Secured Parties may exercise any of the rights and remedies provided in this Agreement or any of the other Documents. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Intellectual Property Collateral comprise a portion of the Collateral and the Requisite Purchasers and the Secured Parties shall have the right to exercise their rights under the Security Agreement with respect to the Intellectual Property Collateral to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuation of an Event of Default, the Requisite Purchasers, the Secured Parties or their nominees may use the Intellectual Property Collateral to assemble, manufacture, sell, prepare for sale or take possession of the Collateral, or for any other purpose in connection with the conduct of Grantor's business. Any proceeds of any of the Intellectual Property Collateral shall be applied, first, to the payment of costs and expenses of the Requisite Purchasers and the Secured Parties in connection with the enforcement of the Secured

Parties' rights and remedies hereunder and in connection with the Intellectual Property Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and to the payment of all other amounts payable to the Requisite Purchasers or the Secured Parties pursuant to Section 14 hereof; and, second, to the payment of the Obligations. Any surplus thereof that exists after payment and performance in full of the Obligations shall be paid over to the Grantor or otherwise disposed of in accordance with the UCC or other applicable law. The Grantor shall remain liable to the Secured Parties for any deficiency that exists after any sale or other disposition or collection of the Intellectual Property Collateral.

11. Right of Recordal of Security Interest. Each of the Requisite Purchasers and the Secured Parties shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other United States and foreign recording authorities deemed reasonable and proper by the Requisite Purchasers or the Secured Parties. The Requisite Purchasers or the Secured Parties shall advise Grantor of such recordals, and Grantor shall comply with all formalities and execute all documents deemed reasonable and proper by the Requisite Purchasers or the Secured Parties in connection therewith. Grantor agrees that from time to time, at the expense of Grantor, it shall promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable at the Requisite Purchasers's or the Secured Parties' reasonable request to record, perfect, enforce or otherwise protect the Secured Parties rights hereunder. Upon satisfaction in full of the Obligations and termination of the Security Agreement, Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of Grantor in the United States Patent and Trademark Office and with such other United States and foreign recording authorities deemed reasonable and proper by Grantor, and the Secured Parties shall execute all documents deemed reasonable and proper by Grantor in connection therewith. The Secured Parties and Grantor shall cooperate to effect all such recordals hereunder. Grantor shall reimburse the Requisite Purchasers and Secured Parties for all reasonable expenses (including, without limitation, filing fees, translation fees, fee related to retention of local patent clerks and local attorneys) incurred by the Requisite Purchasers or the Secured Parties relating to such recordals within fifteen (15) days of the Requisite Purchasers or Secured Parties, as applicable, making the applicable reimbursement request and providing documentation evidencing such expenses to Grantor.

12. Intercreditor Provisions Among the Secured Parties Hereunder. Each of the Secured Parties acknowledges and agrees that the Liens in the Intellectual Property Collateral in favor of such Secured Party created by this Agreement are intended to rank pari passu with the Liens in the Intellectual Property Collateral created by this Agreement in favor of the other Secured Parties, irrespective of the time or order of recording, or any other circumstances whatsoever. Notwithstanding anything to the contrary herein, each Secured Party shall be treated as an administrative and collateral agent for the purpose of holding and recording the security interest of the Secured Parties in the Intellectual Property Collateral; such that the security interest will be treated as being held for, and the steps taken to record such security interest treated as having been undertaken on behalf of, all Secured Parties. Notwithstanding anything to the contrary herein, each Secured Party has authorized each other Secured Party to take such action on its behalf to record and hold a security interest on its behalf in the Intellectual Property Collateral and appointed each other Secured Party as its administrative and collateral agent for such purposes. The term "administrative agent" or "collateral agent" is used merely as a matter of market custom and is intended only to reflect an administrative relationship between

independent contracting parties. Nothing in this Agreement shall, or shall be construed to, constitute any party as a trustee or fiduciary for any person. No Secured Party shall by virtue of this Agreement be treated as having assumed any obligation towards or relationship of agency or trust with or for the other Secured Party or any other person.

13. Notices. All notices and other communications shall be made to the address and in the manner specified in the Securities Purchase Agreement.

14. No Waiver; Cumulative Remedies. No failure on the part of the Requisite Purchasers or the Secured Parties to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Secured Parties.

15. Costs and Expenses. The Grantor agrees to pay promptly on demand all reasonable costs and expenses of the Requisite Purchasers and the Secured Parties, and the reasonable fees and disbursements of one counsel to the Secured Parties as selected by the Requisite Purchasers, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, the Notes and the other Documents, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Intellectual Property Collateral, including all reasonable expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling or the like and other such expenses of sales and collections of the Intellectual Property Collateral. Any amounts payable to the Requisite Purchasers or the Secured Parties under this Section 15 or otherwise under this Agreement if not paid when due shall bear interest from the date such payment is due until paid in full, at the rate of interest set forth in the Notes.

16. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Parties and their respective successors and assigns

17. Governing Law.

(a) This Agreement shall be governed by and construed under the laws of the State of New York without regard to principles of conflict of laws.

(b) THE GRANTOR HEREBY AGREES TO WAIVE, AND THE SECURED PARTIES BY THEIR ACCEPTANCE HEREOF HEREBY AGREE TO WAIVE, THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE GRANTOR HEREBY AGREES, AND THE SECURED PARTIES BY THEIR ACCEPTANCE HEREOF HEREBY AGREE, THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT IN ANY WAY LIMITING THE

FOREGOING, THE GRANTOR FURTHER AGREES, AND THE SECURED PARTIES BY THEIR ACCEPTANCE HEREOF FURTHER AGREE, THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR THE DOCUMENTS. A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY AND CONSENT TO TRIAL BY COURT.

18. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof (as read consistently with the Documents) and shall not be amended except by the written agreement of the Grantor and the Requisite Purchasers. Notwithstanding the foregoing, this Agreement may not be amended and any term hereunder may not be waived with respect to any Secured Party without the written consent of such Secured Party unless such amendment or waiver applies to all Secured Parties in the same fashion.

19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, legal and enforceable under all applicable laws and regulations. If, however, any provision of this Agreement shall be invalid, illegal or unenforceable under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be invalid, illegal or unenforceable only to the extent of such invalidity, illegality or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality or enforceability of such provision in any other jurisdiction.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Termination. Upon the payment and performance in full of all Obligations, this Agreement shall terminate and the Secured Parties shall promptly, at the cost of the Grantor, execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Secured Parties hereunder; provided, however, that the obligations of the Grantor under Section 15 hereof shall survive such termination.

22. Obligations of Secured Parties Several. The rights and obligations of each Secured Party under this Agreement are several and not joint. The failure of any Secured Party to carry out its obligations under this Agreement shall not relieve the Grantor or any other Secured Party of any obligation thereunder, nor shall any Secured Party be responsible for the obligations of, or for any action taken or omitted by, any other person hereunder or thereunder. Nothing contained in this Agreement shall be deemed to cause any Secured Party to be considered a partner of or joint venturer with any other Secured Party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

AUREON BIOSCIENCES, INC.

By: 

Name: Robert Shovlin

Title: President and Chief Executive Officer

Address: 28 Wells Avenue  
Yonkers, New York 10701

*[Signature Page to Intellectual Property Security Agreement]*

**SECURED PARTIES:**

**ATLAS VENTURE FUND VI GMBH & CO. KG,  
a German Limited Partnership**

By: Atlas Venture Associates VI, L.P.,  
its Managing Limited Partner

By: Atlas Venture Associates VI, Inc.,  
its General Partner

By: K. Lag  
Name: Kristen Laguerre  
Title: Vice President

**ATLAS VENTURE FUND VI, L.P.  
ATLAS VENTURE ENTREPRENEURS' FUND VI, L.P.,  
Delaware Limited Partnerships**

By: Atlas Venture Associates VI, L.P.,  
their General Partner

By: Atlas Venture Associates VI, Inc.,  
its General Partner

By: K. Lag  
Name: Kristen Laguerre  
Title: Vice President

**PFIZER INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MINTZ LEVIN INVESTMENTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Security Agreement]*

**SECURED PARTIES:**

**ATLAS VENTURE FUND VI GMBH & CO. KG,  
a German Limited Partnership**

By: Atlas Venture Associates VI, L.P.,  
its Managing Limited Partner

By: Atlas Venture Associates VI, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

**ATLAS VENTURE FUND VI, L.P.  
ATLAS VENTURE ENTREPRENEURS' FUND VI, L.P.,  
Delaware Limited Partnerships**

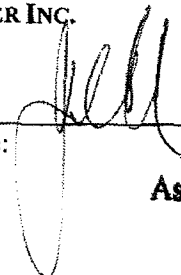
By: Atlas Venture Associates VI, L.P.,  
their General Partner

By: Atlas Venture Associates VI, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

**PFIZER INC.**

By: \_\_\_\_\_  
Name:  
Title:

  
**David Reid  
Assistant Secretary**

**MINTZ LEVIN INVESTMENTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Security Agreement]*



**SECURED PARTIES:**

**ATLAS VENTURE FUND VI GMBH & CO. KG,  
a German Limited Partnership**

By: Atlas Venture Associates VI, L.P.,  
its Managing Limited Partner

By: Atlas Venture Associates VI, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

**PFIZER INC.**

By: \_\_\_\_\_  
Name:  
Title:

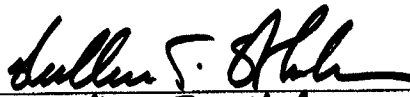
**ATLAS VENTURE FUND VI, L.P.  
ATLAS VENTURE ENTREPRENEURS' FUND VI, L.P.,  
Delaware Limited Partnerships**

By: Atlas Venture Associates VI, L.P.,  
their General Partner

By: Atlas Venture Associates VI, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name:  
Title:

**MINTZ LEVIN INVESTMENTS LLC**

By:   
Name: William T. Whelan  
Title: Member

**SPROUT CAPITAL IX, L.P.,**  
**a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

By: Craig Slutzka  
Name: ~~Philippe O. Chambon~~ Craig Slutzka  
Title: Attorney-in-Fact

**DLJ CAPITAL CORP.,**  
**a Delaware corporation**

By: Craig Slutzka  
Name: ~~Philippe O. Chambon~~ Craig Slutzka  
Title: Attorney-in-Fact

**SPROUT ENTREPRENEURS FUND, L.P.,**  
**a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

By: Craig Slutzka  
Name: ~~Philippe O. Chambon~~ Craig Slutzka  
Title: Attorney-in-Fact

**SPROUT IX PLAN INVESTORS, L.P.**  
**a Delaware Limited Partnership**

By: DLJ LBO Plans Management Corp. II  
Its: General Partner

By: Craig Slutzka  
Name: ~~Philippe O. Chambon~~ Craig Slutzka  
Title: Attorney-in-Fact

**CANTABRIA DE ACTIVOS, S.L.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INICIATIVAS DIGITALES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORPORACION MASAVEU, S.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IPETEX S.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

**SPROUT CAPITAL IX, L.P.,**  
**a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**DLJ CAPITAL CORP.,**  
**a Delaware corporation**

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**SPROUT ENTREPRENEURS FUND, L.P.,**  
**a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

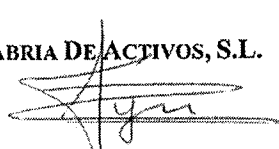
By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**SPROUT IX PLAN INVESTORS, L.P.**  
**a Delaware Limited Partnership**

By: DLJ LBO Plans Management Corp. II  
Its: General Partner

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**CANTABRIA DE ACTIVOS, S.L.**

By:  \_\_\_\_\_  
Name: CESAR FIGAR  
Title:

**CORPORACION MASAVEU, S.A.**

By: \_\_\_\_\_  
Name:  
Title:

**INICIATIVAS DIGITALES**

By: \_\_\_\_\_  
Name:  
Title:

**IPETEX S.A.**

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Intellectual Property Security Agreement]*

3.2 The Company has and will have title to each item of Collateral free and clear of all security interests and other encumbrances, except:

3.2.1 The Security Interests.

3.2.2 Liens for taxes not delinquent or which the Company is contesting in good faith.

3.2.3 Liens securing purchase money indebtedness to the extent consented to in writing in advance by the Noteholders.

3.2.4 The Security Interests granted by the Company to the other Noteholders, which security interests shall be of the same priority pursuant to Section 7, below.

3.2.5 The security interests granted by the Company to participants in the Third Bridge Loan.

3.3 The Company will defend the Collateral against the claims of all persons except the Noteholders. The Company will not dispose of any interest in the Collateral without the prior written consent of the Noteholders, except that, until the occurrence of an Event of Default (defined below) and the revocation by the Noteholders of the Company's right to do so, the Company may sell inventory in the ordinary course of business.

3.4 The Company hereby authorizes each Noteholder to file (whether personally or through an agent appointed for such purpose): (i) Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets", "all personal property", or with words of similar effect) and amendments to such financing statements, in any appropriate jurisdiction; and (ii) file this Agreement with the United States Patent and Trademark Office as a record of the Security Interest granted in the Company's patent and other intellectual property rights. The Company further agrees to execute any other documents that each Noteholder may require to perfect its Security Interest in the Collateral, and will not permit any tangible Collateral to be located in any state and/or county in which a financing statement perfecting such Collateral is required to be but has not been filed.

3.5 The Company will at all times:

3.5.1 Keep all tangible Collateral in good working order and condition, normal depreciation excepted.

3.5.2 Promptly pay all taxes and other governmental charges levied or assessed upon Collateral.

**SPROUT CAPITAL IX, L.P.,  
a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**DLJ CAPITAL CORP.,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**SPROUT ENTREPRENEURS FUND, L.P.,  
a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**SPROUT IX PLAN INVESTORS, L.P.  
a Delaware Limited Partnership**

By: DLJ LBO Plans Management Corp. II  
Its: General Partner

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**CANTABRIA DE ACTIVOS, S.L.**


By: \_\_\_\_\_  
Name:  
Title:

**CORPORACION MASAVEU, S.A.**

By: \_\_\_\_\_  
Name:  
Title:

**INICIATIVAS DIGITALES**

By: JOSE MANUEL FERNANDEZ - VELASCO  
Name:  
Title:



**IPETEX S.A.**

By: \_\_\_\_\_  
Name:  
Title:

**SPROUT CAPITAL IX, L.P.,  
a Delaware Limited Partnership**

By: DLJ Capital Corp.  
Its: Managing General Partner

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**DLJ CAPITAL CORP.,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: Philippe O. Chambon  
Title: Attorney-in-Fact

**SPROUT ENTREPRENEURS FUND, L.P.,  
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By: DLJ Capital Corp.  
Its: Managing General Partner

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**SPROUT IX PLAN INVESTORS, L.P.  
a Delaware Limited Partnership**

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By: \_\_\_\_\_  
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Title: Attorney-in-Fact

**CANTABRIA DE ACTIVOS, S.L.**

By: \_\_\_\_\_  
Name:  
Title:

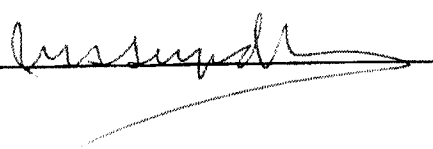
**INICIATIVAS DIGITALES**

By: \_\_\_\_\_  
Name:  
Title:

**CORPORACION MASAVEU, S.A.**

By: \_\_\_\_\_  
Name:  
Title:

**IPETEX S.A.**

By:   
Name:  
Title:

*[Signature Page to Intellectual Property Security Agreement]*

INVERSIONES VECU 2006 S.L.

By:   
Name: Luis Fernández-Vega Sanz  
Title: Administrador.

LEALTAD DESARROLLO, S.C.R., S.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ALFREDO PÉREZ DE ARMIÑÁN

By: \_\_\_\_\_  
Name: Alfredo Pérez de Armiñán

GABRIEL & ALEJANDRO STAMOGLOU  
FERNÁNDEZ DE VILLAVICENCIO, JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP

By: \_\_\_\_\_  
Name: Gabriel Stamoglou Fernández de  
Villavicencio

By: \_\_\_\_\_  
Name: Alejandro Stamoglou Fernández de  
Villavicencio

INVERSIONES VECU 2006 S.L.

LEALTAD DESARROLLO, S.C.R., S.A.

By: \_\_\_\_\_

Name:

Title:

By: 

Name: SALVADOR GARCIA-ATANCE

Title: MANAGING DIRECTOR

ALFREDO PÉREZ DE ARMIÑÁN

GABRIEL & ALEJANDRO STAMOGLOU  
FERNÁNDEZ DE VILLAVICENCIO, JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP

By: \_\_\_\_\_

Name: Alfredo Pérez de Armiñán

By: \_\_\_\_\_

Name: Gabriel Stamoglou Fernández de  
Villavicencio

By: \_\_\_\_\_

Name: Alejandro Stamoglou Fernández de  
Villavicencio

[Signature Page to Intellectual Property Security Agreement]

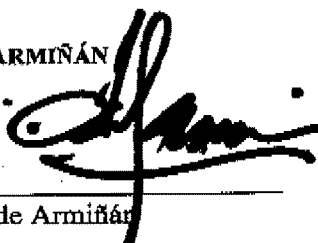


**INVERSIONES VECU 2006 S.L.****LEALTAD DESARROLLO, S.C.R., S.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALFREDO PÉREZ DE ARMIÑÁN****GABRIEL & ALEJANDRO STAMOGLOU  
FERNÁNDEZ DE VILLAVICENCIO, JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP**

By:   
Name: Alfredo Pérez de Armiñán

By: \_\_\_\_\_  
Name: Gabriel Stamoglou Fernández de  
Villavicencio

By: \_\_\_\_\_  
Name: Alejandro Stamoglou Fernández de  
Villavicencio

[Signature Page to Intellectual Property Security Agreement]

**INVERSIONES VECU 2006 S.L.**

By: \_\_\_\_\_  
Name:  
Title:

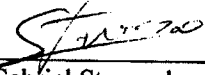
**LEALTAD DESARROLLO, S.C.R., S.A.**

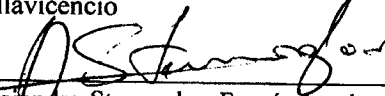
By: \_\_\_\_\_  
Name:  
Title:

**ALFREDO PÉREZ DE ARMIÑÁN**

By: \_\_\_\_\_  
Name: Alfredo Pérez de Armiñán

**GABRIEL & ALEJANDRO STAMOGLLOU  
FERNÁNDEZ DE VILLAVICENCIO, JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP**

By:   
Name: Gabriel Stamoglou Fernández de  
Villavicencio

By:   
Name: Alejandro Stamoglou Fernández de  
Villavicencio

[Signature Page to Intellectual Property Security Agreement]

## **SCHEDULE 1**

### **Schedule of Secured Parties**

Atlas Venture Fund VI, L.P.  
Atlas Venture Fund VI GmbH & Co. KG  
Atlas Venture Entrepreneurs' Fund VI, L.P.  
Sprout Entrepreneurs Fund, L.P.  
Sprout Capital IX, L.P.  
DLJ Capital Corp.  
Sprout IX Plan Investors, L.P.  
Pfizer Inc.  
Mintz Levin Investments LLC  
Iniciativas Digitales  
Inversiones VECU 2006, s.l.  
Lealtad Desarrollo, S.C.R., S.A.  
Ipetex S.A.  
Cantabria De Activos, S.L.  
Corporacion Masaveu, S.A.  
Alfredo Pérez de Armiñán  
Gabriel & Alejandro Stamoglou Fernández de  
Villavicencio, joint tenants with right of  
survivorship

**SCHEDULE A**  
**to Intellectual Property Security Agreement**

**PATENTS**

<b>IP#</b>	<b>Title</b>	<b>Status</b>	<b>Application Date</b>
24817-503	Methods And Compositions For The Preparation And Use Of Fixed-Treated Cell-Lines And Tissue In Fluorescence In Situ Hybridization	Granted US 6,995,020	July 21, 2003 Feb. 7, 2006
24817-503 CON	Methods And Compositions For The Preparation And Use Of Fixed-Treated Cell-Lines And Tissue In Fluorescence In Situ Hybridization	Granted US 7,326,575	Nov 17, 2005 Feb 5, 2008
24817-503/004 AU	Methods And Compositions For The Preparation And Use Of Fixed-Treated Cell-Lines And Tissue In Fluorescence In Situ Hybridization	Pending 2004/260105	July 19, 2004
24817-503/008 CA	Methods And Compositions For The Preparation And Use Of Fixed-Treated Cell-Lines And Tissue In Fluorescence In Situ Hybridization	Pending 2532467	July 19, 2004
24817-513 U.S.	Pathological Tissue Mapping	Granted 7,483,554	Nov. 17, 2004 Jan. 27, 2009
24817-513/C01 U.S.	Pathological Tissue Mapping	Published 12/313,015	Nov. 14, 2008
24817-514 PRO/008 CA	Support Vector Regression For Censored Data	Pending 2546577	Nov. 18, 2004
24817-514 PRO/019 EP	Support Vector Regression For Censored Data	Published 04811489.6	Nov. 18, 2004
24817-514 PRO/066 Taiwan	Support Vector Regression For Censored Data	Published 93135484	Nov. 18, 2004
24817-516	Methods And Systems For Predicting Occurrence Of An Event	Granted 7,321,881	Feb. 25, 2005 Jan 22, 3008
24817-516/C01 U.S.	Methods And Systems For Predicting Occurrence Of An Event	Granted 7,702,598	Jan. 17, 2008 April 20, 2010
24817-517 U.S.	Support Vector Regression For Censored Data	Granted 7,505,948	Nov. 17, 2004 Mar. 17, 2009

IP#	Title	Status	Application Date
24817-517/C01 U.S.	Support Vector Regression For Censored Data	Pending 12/322,329	Jan. 30, 2009
24817-519/001 EP	Development Of Simplex And M-Plex Assays For Antibody	Published 06816876.4	Oct. 13, 2006
24817-519 U.S.	Multiplex In Situ Immunohistochemical Analysis	Published 11/581,043	Oct. 13, 2006
24817-522	Systems And Methods For Automated Diagnosis And Grading Of Tissue Images	Granted 7,761,240	Aug. 9, 2005 July 20, 2010
24817-522C01 U.S.	Systems And Methods For Automated Diagnosis And Grading Of Tissue Images	Pending 12/802,743	Jun. 10, 2010
24817-522 PRO/008 CA	Systems And Methods For Automated Diagnosis And Grading Of Tissue Images	Pending 2,575,859	Aug. 9, 2005
24817-522 PRO/019 EP	Systems And Methods For Automated Diagnosis And Grading Of Tissue Images	Published 05784485.4	Aug. 9, 2005
24817-522 PRO/066 Taiwan	Systems And Methods For Automated Diagnosis And Grading Of Tissue Images	Published 94127204	Aug. 11, 2005
24817-524CIP	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Granted 7,467,119	Mar. 14, 2005 Dec. 16, 2008
24817-524/N03 AU	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 2008/236634	Apr. 7, 2008
24817-524/002 CA	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 2624970	Oct. 13, 2006
24817-524/008 CA	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 2559241	Mar. 14, 2005
24817-524/N03 CA	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 2679436	Apr. 7, 2008
24817-524/N03 CN	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 2008 80011368.0	Apr. 7, 2008
24817-524/002 EP	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Published 06825991.0	Oct. 13, 2006

IP#	Title	Status	Application Date
24817-524/019 EP	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Published 05728291.5	Mar. 14, 2005
24817-524/N03 EP	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Published 08742637.5	Apr. 7, 2008
24817-524/002 HK	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Published 09100722.6	Oct. 13, 2006
24817-524/N03 HK	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 10103126.9	Mar. 25, 2010
24817-524/N03 JP	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 2010-502159	Apr. 7, 2008
24817-524/N03 U.S.	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Pending 12/449,710	Apr. 7, 2008
24817-524CIP2 U.S.	Systems And Methods For Treating, Diagnosing And Predicting The Occurrence Of A Medical Condition	Granted 7,461,048	Oct. 13, 2006 Dec. 2, 2008
24817-529 PRO/008 CA	Diagnostic Histopathology Using Multiplex Gene Expression FISH	Pending 2604676	Apr. 17, 2006
24817-529CIP	Diagnostic Histopathology Using Multiplex Gene Expression FISH	Published 11/404,272	Apr. 14, 2006
24817-538	Methods and Systems for Feature in Machine Learning Based on Feature Contribution and Model Fitness (Feature Reduction)	Granted 7,599,893	May 22, 2006 Oct. 6, 2009
24817-538/C01	Methods And Systems For Feature Selection In Machine Learning Based On Feature Contribution And Model Fitness	Pending 12/583,010	Aug. 11, 2009
24817-550/001 U.S.	Systems And Methods For Combining Heterogenous Predictors With An Application To Survival Analysis	Published 12/322,973	Feb. 9, 2009
24817-552/001 PCT	Systems And Methods For Treating, Diagnosing and Predicting The Occurrence Of A Medical Condition	Published US 2009/004364	Jul. 27, 2009

IP#	Title	Status	Application Date
24817-552/001 U.S.	Systems And Methods For Treating, Diagnosing and Predicting The Occurrence Of A Medical Condition	Published 12/462,041	Jul. 27, 2009
24817-553/001 PCT	Systems And Methods For Treating, Diagnosing and Predicting The Occurrence Of A Medical Condition	Published US 2009/004906	Aug. 31, 2009
24817-553/001 U.S.	Systems And Methods For Treating, Diagnosing and Predicting The Occurrence Of A Medical Condition	Published 12/584,048	Aug. 28, 2009
24817-557/001 U.S.	Systems And Methods For Treating, Diagnosing and Predicting The Response To Therapy Of Breast Cancer	Pending 12/821,664	Jun. 23, 2010
24817-557/001 PCT	Systems And Methods For Treating, Diagnosing and Predicting The Response To Therapy Of Breast Cancer	Pending US 2010/039648	Jun. 23, 2010
24817-559/P01 U.S.	Automated Localization And Qualification Of Protein Multiplexes Via Multispectral Fluorescence Imaging In Heterogenous Biospy Samples	Pending 61/280,162	Oct. 30, 2009
24817-560/P01 U.S.	Systems And Methods For Predicting Disease Progression In Patients Treated With Radiotherapy	Pending 61/343,306	Apr. 26, 2010

**SCHEDULE B**  
**to Intellectual Property Security Agreement**

**LICENSES**

1. Software License Agreement dated June 28, 2002 between Company and Spotfire, Inc.
2. Software License Agreement dated September 27, 2002 between Company and Gene Logic Inc.
3. Letter agreement dated September 30, 2002 between Company and Gene Logic regarding GeneExpress Software System Evaluation.
4. Software License Agreement dated August 19, 2003 between Company and Definiens AG, as amended on December 29, 2006.
5. License Agreement dated January 26, 2004 between Company and Albert Einstein College of Medicine of Yeshiva University.
6. License Agreement dated September 10, 2002 between Company and Yale University.
7. License and Supply Agreement by and among the Company, Molecular Probes, Inc., and Invitrogen IP Holdings, Inc., dated September 24, 2008, as amended by the First Amendment to License and Supply Agreement, dated August 7, 2009, by and between the Company and Life Technologies Corporation, successor in interest to Invitrogen IP Holdings, Inc. and successor in interest to Molecular Probes, Inc.
8. Diagnostic Services Agreement between the Company and Acubens, dated December 29, 2008 (as amended and restated pursuant to that Amended and Restated Diagnostic Services Agreement between the Company and Acubens, dated December 8, 2009).
9. License and Service Agreement between the Company and Acubens, dated December 29, 2008 (as amended and restated pursuant to that Amended and Restated License and Services Agreement between the Company and Acubens, dated December 8, 2009).
10. Material Transfer and Collaboration Agreement dated May 25, 2009 by and among Sunnybrook Health Sciences Centre, Laurence Klotz, M.D. and the Company
11. Material Transfer and Collaboration Agreement dated December 15, 2009 by and between Eastern Virginia Medical School and the Company
12. Material Transfer and Research Agreement dated April 20, 2010 by and between Duke University and the Company



**SCHEDULE B-1**  
**to the Intellectual Property Security Agreement**  
**Exceptions**

1. Software License Agreement dated September 27, 2002 (the “Gene Logic Agreement”) between Company and Gene Logic Inc. (“Gene Logic”)

Under Section 2.1, the license granted to Company is non-transferable and without the right to sublicense. Under Section 2.2, Company also agreed not to (and not to allow any third party to) copy, reproduce or translate the Licensed Software (as defined therein) or sublicense, lease, rent, loan, or otherwise transfer or grant access to the Documentation (as defined therein) or Licensed Software to any third party. Under Section 10.5, Company may not assign or delegate the Gene Logic Agreement, in whole or in part, and any such assignment shall be void. Under Section 10.5, Company may, however, assign the Gene Logic Agreement without Gene Logic’s consent in connection with a merger, acquisition, reorganization or sale of all or substantially all of the assets of the business to which the Gene Logic Agreement relates.

2. Letter agreement dated September 30, 2002 between Company and Gene Logic regarding GeneExpress Software System Evaluation

Under Section 3, the license granted to Company is non-transferable and non-sublicenseable. Section 3 also provides that Company shall not sublicense, lease, rent, loan, or otherwise transfer the Software (as defined therein) to any affiliate or third party, or use the Software for the benefit of any affiliate of Company or any third party, or otherwise use the Software for any purpose not expressly authorized by this letter agreement.

3. Software License Agreement dated August 19, 2003 between Company and Definiens AG (“Definiens”), as amended on December 30, 2006 (the “Definiens Agreement”).

Under Section 2(a), the license granted to Company is non-transferable and may only be sublicensed to End Users (who use the Software Applications, as defined therein, to meet their own internal data processing needs). Under Section 2(c), Company shall not authorize other parties to reproduce, copy, or otherwise manufacture the Licensed Software without the prior written permission of Definiens. Under Section 27, Company may not assign the Definiens Agreement without the consent of Definiens, such consent not to be unreasonably withheld and which shall be granted or refused promptly. Under Section 27, Company may, however, assign the Definiens Agreement in connection with a merger, reorganization, or sale of all or substantially all of the business or assets to which the Definiens Agreement relates without Definiens’ consent, provided such merger, reorganization, or sale is not with a major direct competitor of Definiens.

4. License Agreement dated January 26, 2004 (“AECOM Agreement”) between Company and Albert Einstein College of Medicine of Yeshiva University (“AECOM”).

Under Section 4.01, Company has a license to the Agreement Patents (as defined therein) and the right only to grant sublicenses, to make, have made, use, have used, import and sell

Licensed Products (as defined therein). Under Section 4.01, if Company grants a sublicense to any third party (other than an Affiliate, as defined therein), Company shall provide AECOM with prior written notice of the identity of such third party, in which case AECOM will have the opportunity to object or consent in writing, which consent will not unreasonably be withheld. Under Section 11.03, without the prior written approval of AECOM, which approval shall not be unreasonably withheld, Company may not assign the AECOM Agreement except to an entity acquiring substantially all of Company's business or assets to which the AECOM Agreement relates.

5. License Agreement dated September 10, 2002 (the "Yale Agreement") between Company and Yale University ("Yale").

Under Section 17.6, Company shall not assign the Yale Agreement without the prior written consent of Yale, which consent shall not be unreasonably withheld. Under Section 17.6, Company may, however, assign its rights and obligations under the Yale Agreement in connection with a merger, consolidation, reorganization, or sale of all or substantially all of Company's assets.

6. License and Supply Agreement dated September 24, 2008 (the "IIPH Agreement") by and among Company, Molecular Probes, Inc. ("MPI"), and Invitrogen IP Holdings, Inc. ("IIPH"), as amended by the First Amendment to License and Supply Agreement dated August 7, 2009 by and between the Company and Life Technologies Corporation, successor in interest to IIPH and successor in interest to MPI.

Under Section 3.3, the license granted to Company is without right to sublicense. Under Section 13.2, Company agreed that it shall not do or cause to be done any act or omission, directly or indirectly, in any way impairing IIPH's right, title, or interest in any IIPH License Rights (as defined therein), or in any underlying intellectual property licensed under the IIPH Agreement. Under Section 19.2, Company may not assign or transfer the IIPH Agreement or any rights or benefits thereunder without the written consent of IIPH and MPI.

7. Amended and Restated Diagnostic Services Agreement dated December 8, 2009 (the "Diagnostic Services Agreement") by and between Company and Acubens Lab, s.l. ("Acubens").

Under Section 9.5, Company may assign the Diagnostic Services Agreement to its Affiliates (as defined therein), successors, collaborators or assigns or in connection with a merger, reorganization, or sale or license of all or substantially all of the assets to which the Diagnostic Services Agreement relates.

8. Amended and Restated License and Services Agreement dated December 8, 2009 (the "Acubens License Agreement") between Company and Acubens.

Under Section 11.1, Company may assign the Acubens License Agreement to its Affiliates (as defined therein), successors, collaborators or assigns or in connection with a

merger, reorganization, or sale or license of all or substantially all of the assets to which the Acubens License Agreement relates.

9. Material Transfer and Collaboration Agreement dated May 25, 2009 (the “SHSC Agreement”) by and among Sunnybrook Health Sciences Centre (“SHSC”), Laurence Klotz, M.D. and Company.

Under Section 13.3, Company may assign or transfer Company’s rights and obligations under the SHSC Agreement to an Affiliate (as defined therein) or a successor to all or substantially all of Company’s assets or business relating to the SHSC Agreement, whether by sale, merger, reorganization, operation of law or otherwise, provided that Company provides prompt written notice of such assignment to SHSC and Dr. Klotz, and such assignee agrees in writing to be bound by the terms of the SHSC Agreement and produces satisfactory evidence of insurance or self-insurance in accordance with the terms of the SHSC Agreement. The SHSC Agreement shall not otherwise be assignable by any party without the prior written consent of the other parties.

10. Material Transfer and Collaboration Agreement dated December 15, 2009 (the “EVMS Agreement”) by and between Eastern Virginia Medical School (“EVMS”) and Company.

Under Section 13.3, Company may assign or transfer Company’s rights and obligations under the EVMS Agreement to an Affiliate (as defined therein) or a successor to all or substantially all of Company’s assets or business relating to the EVMS Agreement, whether by sale, merger, reorganization, operation of law or otherwise upon written notice to EVMS. The EVMS Agreement shall not otherwise be assignable by either party without the prior written consent of the other party.

11. Material Transfer and Research Agreement dated April 20, 2010 (the “Duke Agreement”) by and between Duke University (“Duke”) and Company.

Under Section 12.4, Company may assign or transfer Company’s rights and obligations under the Duke Agreement to an Affiliate (as defined therein) or a successor to all or substantially all of Company’s assets or business relating to the Duke Agreement, whether by sale, merger, reorganization, operation of law or otherwise upon written notice to Duke. The Duke Agreement shall not otherwise be assignable by either party without the prior written consent of the other party.

**SCHEDULE C**  
**to Intellectual Property Security Agreement**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>App No/Filing Date</b>	<b>Reg No./Reg Date</b>	<b>Status</b>
AUREON BIOSCIENCES	U.S.	78/108506 2/13/02	3,083,364 4/18/06	Registered
AUREON LABORATORIES	U.S.	78/731634 10/12/05	3,246,364 5/29/07	Registered
AUREON POST-OP PX	U.S.	77/807473 8/18/09		Pending
AUREON PROSTATE PX	U.S.	78/731777 10/12/05	3,331,590 11/6/07	Registered
AUREON PX SCORE	U.S.	78/732092 10/12/05	3,336,564 11/13/07	Registered
POST-OP PX	U.S.	77/807446 8/18/09	3,819,897 5/24/10	Registered
PROSTATE PX	U.S.	78/731865 10/12/05	3,190,309 12/26/06	Registered
PX SCORE	European Community	5016332 4/12/06	5016332 2/15/07	Registered
PX SCORE	U.S.	78/732110 10/12/05	3,190,310 12/26/06	Registered
AUREON POSTOP PX	European Community	8942104 2/18/10		Pending

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