

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PHARMAAWARE IP B.V.	06/24/2010
<b>RECEIVING PARTY DATA</b>	
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<b>Internal Address:</b>	P.O. Box N-3026
<b>City:</b>	Nassau
<b>State/Country:</b>	BAHAMAS
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<b>Street Address:</b>	Gooimeer 2-35
<b>Internal Address:</b>	P.O. Box 5187
<b>City:</b>	Naarden
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	1410
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
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**PATENT**  
**REEL: 025999 FRAME: 0408**

NAME OF SUBMITTER:

Annie Estenzo

**Total Attachments: 24**

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EXECUTION COPY

**DEED OF PLEDGE**

between

**LV L.P.**

and

**COÖPERATIEVE AAC LS U.A.**

(as the Pledgees)

And

**AM-PHARMA HOLDING B.V.**

**AM-PHARMA B.V.**

**PHARMAAWARE IP B.V.**

**PHARMAAWARE SEPSIS B.V.**

**NEUFIX B.V.**

(as the Pledgors)

24 June 2010



**JANSSEN ROODERHUIS ADVOCATEN**

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SCHEDULES

1. Termination Notice
2. Intellectual Property Rights
3. Moveable Assets

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This deed (the Deed) is made on 24 June 2010

BETWEEN:

1. **LV L.P.**, a limited partnership, with its official seat in Winterbotham Place, Marlborough & Queen Streets, P.O. Box N-3026, Nassau, the Bahamas, hereby represented by Inventages Venture Capital Investments, Inc. as general partner of LV LP (**Inventages**);
2. **COÖPERATIEVE AAC LS U.A.**, a cooperative with exclusion of liability (Coöperatie) with its statutory seat in Amsterdam and having its principal office at Gooimeer 2-35, Naarden, P.O. Box 5187, 1410 AD Naarden, The Netherlands (**Forblon**, and, together with Inventages, the **Pledgees**), hereby represented by Forblon 1 Management B.V.;
3. **AM-PHARMA HOLDING B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bilthoven, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 34176296 (**AM Holding**);
4. **AM-PHARMA B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Amsterdam, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 28087313 (**AM Pharma**);
5. **PHARMAAWARE IP B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bunnik, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 30170144 (**Pharma IP**);
6. **PHARMAAWARE SEPSIS B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bunnik, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 30172229 (**Pharma Sepsis**); and
7. **NEUFIX B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its statutory seat in Bilthoven, whose registered office is at (3981 AK) Bunnik, at Rumpsterweg 6, the Netherlands, registered in the commercial register of the chamber of commerce under number 30219205 (**Neufix**).

The parties mentioned under 3. through to 7. are also individually referred to as a **Pledgor** and are jointly referred to as the **Pledgors**. The parties to this Deed are hereinafter collectively referred to as the **Parties** and individually also as a **Party**.

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**WHEREAS:**

- A. The Pledges and AM Holding have entered into a EUR 1,000,000 convertible loan agreement on or about September 2009 (the **Existing Loan Agreement**), under which an aggregate amount of EUR 1,048,083.61 (including interest accrued) is outstanding as per 31 May 2010 (the **Existing Loan**) and which provides for a security interest in certain of the Pledgors' fixed and intangible assets including but not limited to intellectual property rights of the Pledgors to the Pledges;
- B. In June 2010, the Pledges and AM Holding have entered into an additional convertible loan agreement with a maximum amount of EUR 450,000 (the **New Loan Agreement**), and together with the Existing Loan Agreement, the **Loan Agreements**) and which includes as a condition precedent for draw down under the Loan that the Pledgors and the Pledges have duly executed this Deed of pledge;
- C. In view of the foregoing, the Parties wish to execute this Deed of pledge.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- 1.1 In this Deed, unless the contrary intention appears, a reference to a clause or Schedule is a reference to a clause or Schedule of this Deed. The Schedules are an integral part of this Deed.
- 1.2 The headings in this Deed do not affect its interpretation.

**2. SECURED LIABILITIES**

Each liability and obligation for the payment of an amount whether present or future, actual, contingent or unliquidated (owed in any capacity whatsoever) of AM Holding to any of the Pledges in their capacity of provider of a loan to the AM Holding under the Loan Agreements and any future loans granted by the Pledges to any of the Pledgors, is a **Secured Liability**.

**3. CREATION OF PLEDGE**

- 3.1 Each of the Pledgors agrees to pledge and pledges to each of the Pledges (the **Pledge**):
  - (a) The existing intellectual property rights and existing applications for patent registrations listed in **Schedule 2** and any know-how, patent, copyright, trademark, design, service mark, trade name, topographical or similar right acquired by the Pledgors after the date of this Deed, with the exception of any existing and future IP pledged or required to be pledged in relation to the Senter Loan dated March 13<sup>th</sup> 2009 (known to parties) (**Intellectual Property Rights**);
  - (b) The existing patent licences of the Pledgors in respect of "ubiquidine derived antimicrobial peptides" and in respect of "bone cement comprising antimicrobial peptides";

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- (c) All tangible and movable assets, including capital equipment, owned and held by the Pledgors, including but not limited to personal computers and inventory, as set out in **Schedule 3 (Moveable Assets)**,

(together the **Pledged Rights**).

3.2 The Pledge:

- (a) is security for the payment of all the Secured Liabilities; and
- (b) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any of the Pledgees.

3.3 Each Pledgee accepts the Pledge created under this Deed and the Pledge of each Pledgee ranks *pari passu*.

3.4 The Pledgees together are the only person entitled to this Pledge.

**4. PERFECTION**

4.1 The Pledgors must take, at their own expense, promptly, and in any event within any applicable time limit, whatever action is necessary or desirable and any action which the Pledgees may require, to ensure that this Pledge is, and will continue to be, a validly created and enforceable pledge over the Pledged Rights. The obligations under this clause 4.1 include the giving of any notice, order or direction, the making of any registration and ensuring the passing of any resolution which the Pledgee may think expedient.

4.2 In particular, but without limiting the other terms of this clause, for each Moveable Asset and each licence referred to under 3.1 (b) of this Deed, subject to the Pledge under this Deed, the Pledgors must at their own cost and expense submit this Deed for registration no later than three business days after the date of this Deed with the Dutch tax authorities (*Belastingdienst Ondernemingen*), and each supplemental documentation is submitted for registration in each relevant intellectual property register and deliver evidence of the registration to the Pledgees no later than ten days after the date of this Deed.

4.3 In particular, but without limiting the other terms of this clause 4, for each intellectual property right subject to a pledge under this Deed (as referred to under clause 3.1 (a) of this Deed), the Pledgors must at, its own cost and expense:

- (a) submit this Deed for registration in each relevant intellectual property register no later than 10 days after the date of this Deed and deliver evidence of the registration to the Pledgees as soon as possible.
- (b) If on the date of this Deed an intellectual property register prohibits the registration of this pledge, the Pledgors need not attempt to make the registration required under this Clause at that registry.

**5. REPRESENTATIONS**

5.1 The representations set out in this clause 5 are made by the Pledgors to each of the Pledgees on the date of this Deed.

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- 5.2 Each of the Pledgors is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands.
- 5.3 Each of the Pledgors has the power to own its assets and carry on its business as it is being conducted.
- 5.4 Each of the Pledgors has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, the New Loan Agreement and this Deed and the New Loan Agreement and this Deed are legally binding on the Pledgors and create legally binding, valid and enforceable obligations on the Pledgors.
- 5.5 This Deed validly creates those pledges it purports to create and is not liable to be amended or otherwise set aside on the liquidation, administration or dissolution of the Pledgors or otherwise.
- 5.6 Each of the Pledged Rights is legally binding, valid and enforceable.
- 5.7 None of the Pledgors is in default of any of its obligations under any contract from which a Pledged Right arises.
- 5.8 There is no prohibition on assignment or creation of a pledge in any contract from which a Pledged Right arises.
- 5.9 The entry into and performance of this Deed by the Pledgors will not conflict with any term of any contract from which a Pledged Right arises.
- 5.10 Payments to any of the Pledgors by any party in discharge of any of its Pledged Rights are not subject to any right of set-off or similar right.
- 5.11 Each pledge created under this Deed has at least second priority in relation to all claims of any person to a Pledged Right.
- 5.12 No breach of any law or regulation is outstanding which affects or might affect the value of any Pledged Right.
- 5.13 The Pledgors own all the Moveable Assets (listed in **Schedule 3**) and which are subject to the Pledge.
- 5.14 The Pledgors identified in **Schedule 2** as the owner of an Intellectual Property Right are the sole legal and beneficial owners of or sole applicants for and may freely use and dispose of such Intellectual Property Right and all such Intellectual Property Rights are owned solely by one of the Pledgors or such subsidiary free of any encumbrance, lien, or attachment.

**6. FURTHER COVENANTS**

- 6.1 The Pledgors must:
- (a) duly and promptly perform its obligations under each contract from which a Pledged Right arises, and diligently pursue its rights in relation to each Pledged Right;



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- (b) at the request of any Pledgee supply the Pledgees with copies of each Pledged Right and any information and documentation relating to any Pledged Right and any other information any Pledgee reasonably requests in respect of a Pledged Right;
- (c) promptly notify the Pledgee of any event or circumstance that may result in:
  - (i) the termination of any contract from which a Pledged Right arises;
  - (ii) any delay in the performance of any Pledged Right;
  - (iii) a contract from which a Pledged Right arises becoming unlawful or ineffective; or
  - (iv) a breach of a contract from which a Pledged Right arises.

**6.2 The Pledgors shall not:**

- (a) sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, create any lien on or encumber any of its current or future properties, assets, receivables, or other rights (including the Pledged Rights) to any person other than the Pledgees.
- (b) without the prior written agreement of the Pledgees, waive any of its rights under, in connection with, or related to, the Pledged Rights or right associated with such rights and the Pledgors shall not take any acts, which includes omitting to take any acts, that would decrease the value of the Pledge or the Pledged Rights in any way.

**7. AUTHORISATION FOR PLEDGORS**

**7.1 Subject to clause 7.2, the Pledgees authorise the Pledgors to:**

- (a) give payment instructions to a relevant party with respect to each Pledged Right;
- (b) seize, collect or claim all amounts payable in respect of any Pledged Right;
- (c) use or enforce any Pledged Right by way of proceedings or otherwise.

**7.2 On delivery of a notice by any Pledgee to the Pledgors specifying an Event of Default (as defined below) (a Default Notice):**

- (a) the authorisation set out in clause 7.1 will immediately terminate; and
- (b) the Pledgees may together exercise any of their rights in respect of any Pledged Right.

**8. POWER OF ATTORNEY**

- 8.1** Each of the Pledgors instruct and appoint each of the Pledgees (and any of their delegates or sub-delegates) separately to be its attorney by an irrevocable power of attorney, to perform all acts and execute all documents in order to perfect or implement this Deed on its behalf and to take any action which the Pledgors must

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take under this Deed and which is necessary for any Pledgee to create, maintain and exercise its rights under this Deed. Parties exclude applicability of Section 3:68 of the Dutch Civil Code.

- 8.2 The Pledgors ratify and confirm whatever any attorney does or purports to do under its appointment under this clause 8. Any conflict of interest does not affect the power of attorney granted under this clause 8.

**9. WHEN PLEDGE BECOMES ENFORCEABLE**

This Pledge will become immediately enforceable:

- (a) in case of an Event of Default (as set out in clause 16 of the Existing Loan Agreement and clause 17 of the New Loan Agreement or under any future loan agreement); and/or
- (b) if AM Holding is in default (*verzuim*) in the performance of any of the Secured Liabilities,

(the events referred to under (a) and (b) above hereinafter together referred to as an **Event of Default**).

**10. ENFORCEMENT OF PLEDGE**

- 10.1 After this Pledge has become enforceable, each Pledgee may immediately, in its absolute discretion, exercise any right under applicable law or this Deed, to enforce all or any part of the Pledge in respect of any Pledged Rights in any manner it sees fit.

- 10.2 In particular, without any further consent or authority on the part of the Pledgors and irrespective of any direction given by it, each Pledgee may to the extent permitted by applicable law:

- (a) sell or assign any Pledged Right, in whole or in part;
- (b) give notice to any person in connection with enforcing its rights under the Pledge;
- (c) seize, collect or claim all amounts payable in respect of any Pledged Right; or
- (d) enforce any Pledged Right by way of proceedings or otherwise.

- 10.3 If a Pledgee notifies a counterparty of a Pledged Right that it is entitled to collect payment or obtain performance of a Pledged Right against it, such Pledgee may enter into a court settlement or out-of-court settlement (*gerechtelijk of buitengerechtelijk akkoord*) with that counterparty.

- 10.4 No Pledgee:

- (a) may be held liable for any action taken, or not taken, in connection with collecting any receivable or enforcing any Pledged Right or this Pledge except from any loss caused directly by its own wilful misconduct or gross negligence;

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- (b) may be held liable for, or needs to make, any payment under any Pledged Right except for any loss caused directly by its own wilful misconduct or gross negligence;
  - (c) needs to make any enquiries as to the nature or sufficiency of any payment received in respect of a Pledged Right;
  - (d) needs to perform any obligation of the relevant Pledgor; and
  - (e) needs to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed.
- 10.5 If, after a Default Notice has been delivered, any the Pledgors receives any proceeds relating to a Pledged Right, it must immediately transfer an amount equal to those proceeds to the Pledgees (pro rata to the then outstanding amounts under the Loan Agreements), if any Pledgee so directs. This is without prejudice to any right any Pledgee may have against the person who made that payment.

**11. APPLICATION OF PROCEEDS**

Any moneys received by the Pledgees after this Pledge has become enforceable must be applied in the following order of priority:

- (a) first, in or towards payment of or provision for all costs and expenses incurred by such Pledgee in connection with the enforcement of this Pledge;
- (b) second, in or towards payment of or provision for the Secured Liabilities; and
- (c) third, in payment of the surplus (if any) to the Pledgors or any other person entitled to it.

**12. DELEGATION AND TRANSFER OF RIGHTS**

- 12.1 Each Pledgee may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Deed.
- 12.2 Any such delegation may be made upon any terms (including power to sub-delegate) which any Pledgee may think fit.
- 12.3 No Pledgee will in any way be liable or responsible to the Pledgors for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.
- 12.4 Each Pledgee may transfer its rights and obligations under this Deed by way of transfer of contract together with the Secured Liabilities to any person or entity, directly or indirectly, controlling, managing, controlled by, managed by or under common control or management by each the respective Pledgees and the Pledgors consent in advance to any assignment or transfer under this clause 12.4.

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12.5 Each Pledgee may transfer its rights and obligations under this Deed by way of transfer of contract together with the Secured Liabilities, subject to the prior written consent of the Pledgors, which will not be unreasonably withheld or delayed.

12.6 The Pledgors may not assign or transfer any of its rights or obligations under this Deed without the consent of the Pledgees.

**13. WAIVERS**

Each of the Pledgors irrevocably waives any right it may have at any time to:

- (a) suspend (*opschorten*) any obligation under this Deed under Sections 6:52, 6:262 and 6:263 of the Dutch Civil Code or any other applicable law; or
- (b) rescind this Deed in whole or in part under Section 6:265 of the Dutch Civil Code or any other applicable law.

**14. RELEASE AT THE DISCRETION OF THE PLEDGEEES**

14.1 Each Pledgee may at any time terminate (*opzeggen*) in whole or in part any of this Pledge in respect of it by giving notice to the Pledgors either:

- (a) to release the Pledge, or part of it; or
- (b) to reduce the amount of the Secured Liabilities.

14.2 At the request of the AM Holding, and upon (i) repayment and satisfaction of all Secured Liabilities by AM Holding and/or upon (ii) completion of the entire conversion of the Secured Liabilities set out in the Loan Agreements (which also constitutes a repayment of all Secured Liabilities), provided that no other loans are outstanding, and (iii) provided that no Event of Default (as set out in clause 16 of the Existing Loan Agreement and clause 17 of the New Loan Agreement or any future loan agreement) has occurred, each of the Pledgees will co-operate with the Pledgors to terminate and cancel the Pledge.

**15. COSTS AND EXPENSES**

Save as explicitly provided otherwise in this Deed, the Pledgors shall bear all costs and expenses in relation to the entry into, execution and performance of this Deed.

**16. ENTIRE AGREEMENT**

This Deed constitutes the entire and only agreement between the Parties in relation to its subject matter and replaces and revokes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the Parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter.

**17. AMENDMENTS, WAIVERS**

No amendment, supplement or change, nor any alleged waiver of provisions of, or rights pursuant to this Deed shall be binding on any of the Parties, except if explicitly provided for in a written instrument signed by all Parties affected

thereby.

**18. NO THIRD PARTY BENEFICIARIES**

This Deed is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended to or shall implicitly confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Deed, except to the extent explicitly stated otherwise in this Deed.

**19. SEVERABILITY**

If any provision or portion of a provision of this Deed, is for any reason or to any extent, invalid or unenforceable:

- (a) such invalidity or unenforceability shall not affect or render invalid or unenforceable the other provisions or portions of provisions of this Deed; and
- (b) the Parties shall, at the request of either of them, negotiate in good faith to agree on changes or amendments to this Deed that may be required to carry out the intention and accomplish the purpose of this Deed.

**20. NOTICES**

Any notice to be given by a Party pursuant to this Deed shall be in writing (a Notice) and shall be deemed duly served if delivered personally or sent by fax or by prepaid registered post to the address of the applicable Party given in this Deed or duly changed after the date of this Deed. Any Notice sent by fax shall be deemed served when dispatched and any Notice served by registered post shall be deemed served two business days after posting to an address in the same country as that in which it was posted or five business days after posting to an address outside such country. In proving the service of any Notice it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of a fax, that such fax was duly dispatched to a then current fax number of the addressee.

**21. GOVERNING LAW**

This Deed shall be governed by and construed in accordance with the laws of the Netherlands.

**22. ENFORCEMENT**

- 22.1 The courts of Amsterdam, judging in the first instance, have exclusive jurisdiction to settle any dispute in connection with this Deed.
- 22.2 This clause 22 is for the benefit of the Pledgees only. To the extent allowed by law, each Pledgee may take proceedings in any other court.

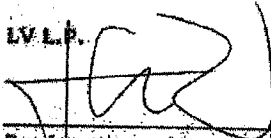
**23. COUNTERPARTS**

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

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IN WITNESS WHEREOF this Deed has been executed by the Parties on the date first above written.

**LV.L.P.**

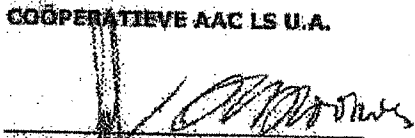


By: Irventages Venture Capital Investments, Inc.  
Its: general partner

In the presence of (witness signature)

\_\_\_\_\_  
Name:  
Address:

**COOPERATIEVE AAC LS U.A.**



By: Fortior Management B.V.  
Its: *Directie Directie*

In the presence of (witness signature)

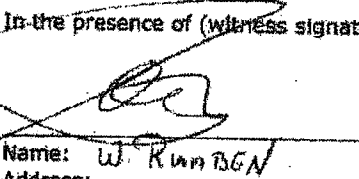
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Name:  
Address:

**AM-PHARMA HOLDING B.V.**



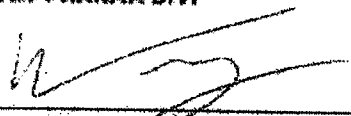
By: B. Wuurman  
Its: Managing Director

In the presence of (witness signature)

  
\_\_\_\_\_  
Name: *W. Rumbon*  
Address:

who witnessed for AM-Pharma Holding B.V. and each of the companies listed below.

**AM-PHARMA B.V.**



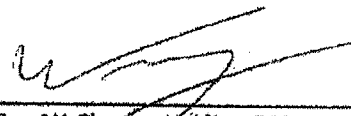
By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

**PHARMAAWARE SEPSIS B.V.**



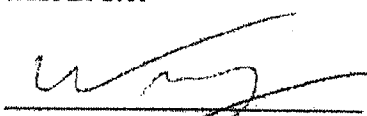
By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

**PHARMAAWARE IP B.V.**



By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

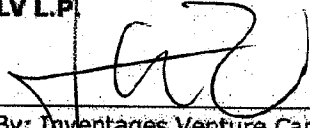
**NEUFIX B.V.**



By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

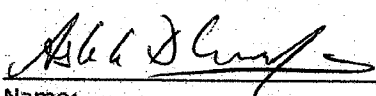
IN WITNESS WHEREOF this Deed has been executed by the Parties on the date first above written.

LV L.P.

  
By: Inventages Venture Capital  
Investments, Inc.  
Its: general partner

COÖPERATIEVE AAC LS U.A.

In the presence of (witness signature)

  
Name:  
Address:

ASHOK DHANRAJGIR  
In the presence of (witness signature)

By: Forbion 1 Management B.V.  
Its:

Name:  
Address:

AM-PHARMA HOLDING B.V.

In the presence of (witness signature)

By: B. Wuurman  
Its: Managing director

Name:  
Address:  
who witnessed for AM-Pharma Holding B.V.  
and each of the companies listed below.

AM-PHARMA B.V.

PHARMAAWARE SEPSIS B.V.

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

PHARMAAWARE IP B.V.

NEUFIX B.V.

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman



EXECUTION COPY

IN WITNESS WHEREOF this Deed has been executed by the Parties on the date first above written.

IV L.P.

By: Inventages Venture Capital  
Investments, Inc.  
Its: general partner

In the presence of (witness signature)

Name:  
Address:

COÖPERATIEVE AAC IS O.A.

By: Forthuis Management B.V.  
Its: *Director*

In the presence of (witness signature)

Name: *Bevan*  
Address: *P. VERWIJEN*

AM-PHARMA HOLDING B.V.

By: B. Wuurman  
Its: Managing director

In the presence of (witness signature)

Name: *B. Wuurman*  
Address:  
who witnessed for AM-Pharma Holding B.V.  
and each of the companies listed below.

AM-PHARMA B.V.

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

PHARMAWARE SEPTIS B.V.

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

PHARMAWARE IP B.V.

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman

NEUFIX B.V.

By: AM-Pharma Holding B.V.  
Its: Managing director  
Represented by: B. Wuurman



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SCHEDULE 1

TERMINATION NOTICE

From: LV L.P./Coöperatieve AAC LS U.A. (the Pledgees)

To: [\*]

Re: Pledge - Termination Notice

We refer to the deed of pledge between AM-Pharma Holding B.V., AM-Pharma B.V., PharmAAware IP B.V., PharmAAware Sepsis B.V. and Neufix B.V. (the Pledgors) and the Pledgees (the Deed of Pledge). This is the Termination Notice.

1. Notice

The Pledgees hereby give you notice that under the Deed of Pledge the Pledgors pledged [•], and [•], as amended from time to time (together the Pledged Rights).

2. Termination Notice

An Event of Default (as defined in the Deed of Pledge) has occurred.

All the rights, powers and discretions in relation to each Pledged Right are now exclusively exercisable by, and communications must be sent to, the Pledgees. Please pay, as it falls due, any amount payable in respect of the Pledged Rights to the following bank account: *[Note: insert bank account number and other details]*

For the attention of: [\*]

3. Interpretation

Any terms used but not defined herein shall have the meaning attributed to such terms in the Deed of Pledge.

4. Governing law

This letter is governed by the laws of the Netherlands.

Yours faithfully,

LV L.P.

COÖPERATIEVE AAC LS U.A.

By: Inventages Venture Capital  
Investments, Inc.  
Its: general partner

By: Forbion 1 Management B.V.  
Its:

**SCHEDULE 2**  
**INTELLECTUAL PROPERTY RIGHTS**

**Table I:**  
**Alkaline Phosphatase I**

**Priority founding**

**application:** NL9300171  
**Priority date:** 18 August 1993  
**PCT application:** 10 August 1994 (PCT/NL94/00189; WO 95/05456)  
**Proprietor:** PharmAAware IP B.V.

The following patents are national/regional phases of the mentioned PCT application.

Country	Validated in (EP only)	Our reference	Application number	Registration number	Status
Australia		P81121AU00	AU19940077101	698331	granted
Japan		P81121JP00	506872/95	3835811	granted
U.S.A.		P81121US00	08/596,297	6,290,952	granted
Europe		P81121EP00	94927860.0	0721501	granted
	Belgium	P81121BEEP			
	Austria	P81121ATEP			
	Switzerland	P81121CHEP			
	Germany	P81121DEEP			
	Denmark	P81121DKEP			
	Spain	P81121ESEP			
	France	P81121FREP			
	Great Britain	P81121GBEP			
	Greece	P81121GREP			
	Ireland	P81121IEEP			
	Italy	P81121ITEP			
	Nederland	P81121NLEP			
	Portugal	P81121PTEP			
	Sweden	P81121SEEP			

Table II:

Alkaline Phosphatase II (IBD)

Priority founding applications: EP 04075344.4  
US 60/541,363  
Priority date: 4 February 2004  
PCT application: 4 February 2005 (PCT/NL2005/000084; WO 2005/074978)  
Proprietor: PharmaAware Sepsis B.V.

The following patent applications are national/regional phases of the mentioned PCT application.

Country	Our reference	Application number	Registration number	Status
Australia	P81463AU00	2005-210581		pending
Canada	P81463CA00	2,554,683		pending
China	P81463CN00	200580004103.4		pending
Europe	P81463EP00	05704614.6		pending
India	P81463IN00	4446/DELNP/2006		pending
Japan	P81463JP00	2006-552066		pending
U.S.A.	P81463US00	10/588,285		pending

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Table III:

Renal failure

Priority founding

application: EP 07101437.7 (Our ref.: P79798EP00)

Priority date: 30 January 2007

PCT application: 30 January 2008 (PCT/NL2008/050053; WO 2008/094037)  
(Our ref.: P79798PC00)

Proprietor: AM-Pharma BV.

The following patent applications are national/regional phases of the mentioned PCT application.

Country	Our reference	Application number	Registration number	Status
Australia	P79798AU00	2008-211829		pending
Canada	P79798CA00	2,676,968		pending
China	P79798CN00	200880003595.9		pending
Europe	P79798EP10	08705122.3		pending
Japan	P79798JP00	2009-548182		pending
U.S.A.	P79798US10	12/449,112		pending

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**Table III:**

**Renal failure**

**Priority founding**

**application:** EP 07101437.7 (Our ref.: P79798EP00)

**Priority date:** 30 January 2007

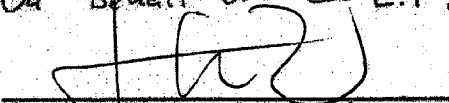
**PCT application:** 30 January 2008 (PCT/NL2008/050053; WO 2008/094037)  
(Our ref.: P79798PC00)

**Proprietor:** AM-Pharma BV.

The following patent applications are national/regional phases of the mentioned PCT application.

Country	Our reference	Application number	Registration number	Status
Australia	P79798AU00	2008-211829		pending
Canada	P79798CA00	2,676,968		pending
China	P79798CN00	200880003595.9		pending
Europe	P79798EP10	08705122.3		pending
Japan	P79798JP00	2009-548182		pending
U.S.A.	P79798US10	12/449,119 192		pending

On behalf of L.V.L.P.



Dr. Guus Weker  
Director of Inventages Venture  
Capital Inc. as the General Partner  
of L.V.L.P.

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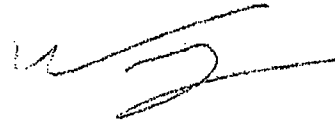
Table III:  
Renal failure

Priority founding  
application: EP 07101437.7 (Our ref.: P79798EP00)  
Priority date: 30 January 2007  
PCT application: 30 January 2008 (PCT/NL2008/050053; WO 2008/094037)  
(Our ref.: P79798PC00)  
Applicant: AM-Pharma BV.

The following patent applications are national/regional phases of the mentioned PCT application.

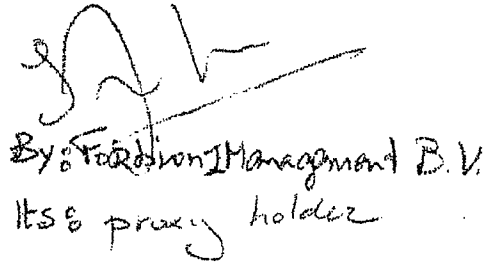
Country	Our reference	Application number	Registration number	Status
Australia	P79798AU00	2008-211829		pending
Canada	P79798CA00	2,676,968		pending
China	P79798CN00	20088003593.9		pending
Europe	P79798EP10	08705122.3		pending
Japan	P79798JP00	2009-548182		pending
U.S.A.	P79798US10	12/448,112 192		pending

On behalf of the pledgor(s):



B. WUURMAN  
(Managing director)

On behalf of Coöperatieve ZHC LS U.A.



By: Fédération Management B.V.  
Its proxy holder



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S.J.H. van Deventer

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Table IV:

Modified phosphatases

Priority founding applications: EP 07107176.5 (Our ref.: P81058EP00)  
US 60/926,695 (Our ref.: P81058US00)  
Priority date: 27 April 2007  
PCT application: 25 April 2008 (PCT/NL2008/050248; WO 2008/133511)  
(Our ref: P81058PC00)  
Proprietor: AM-Pharma B.V.

The following patent applications are national/regional phases of the mentioned PCT application.

Country	Our reference	Application number	Registration number	Status
Australia	P81058AU00	2008-244716		pending
Canada	P81058CA00	2,685,406		pending
China	P81058CN00	200880017810.0		pending
Europe	P81058EP10	08741870.7		pending
Japan	P81058JP00	not available yet		pending
U.S.A.	P81058US10	12/451,187		pending



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Antimicrobial activity of the first cationic cluster of human lactoferrin

Priority founding EP 99203775.4  
 applications: US 60/164,975  
 Priority date: 11 November 1999  
 PCT application: 10 November 2000 (PCT/NL00/00821; WO 01/34641)  
 Proprietor: AM-Pharma B.V.

The following patents and patent applications are national/regional phases of the mentioned PCT application.

Country	Validated in (EP only)	Our reference	Application number	Registration number	Status
Australia		P81486AU00	19015/01	776044	granted
Canada		P81486CA00	2,388,910	2,388,910	granted
Japan		P81486JF00	2001-537352		pending
U.S.A.		P81486US00	10/130,180	7,060,677	granted
Europe		P81486EP00	00981916.0	1228097	granted
	Belgium	P81486BEEP			
	Cyprus	P81486CYEP			
	Austria	P81486ATEP			
	Switzerland	P81486CHEP			
	Germany	P81486DEEP			
	Denmark	P81486DKEP			
	Spain	P81486ESEP			
	Finland	P81486FIEP			
	France	P81486FREP			
	Great Britain	P81486GBEP			
	Greece	P81486GREP			
	Ireland	P81486IEEP			
	Italy	P81486ITEP			
	Luxembourg	P81486LUEP			
	Monaco	P81486MCEP			
	The Netherlands	P81486NLEP			
	Portugal	P81486PTEP			
	Sweden	P81486SEEP			
	Turkey	P81486TREP			

**SCHEDULE 3**  
**MOVEABLE ASSETS**

<u>Afschrijvingsstaat AM-Pharmas BV</u>				
Nr.	Faktuur	Crediteur	Omschrijving	Aanschaf datum
1		155 Labo	Lab Meubelair	1/sep/01
2	109,177	I.K.S	Lab. Invent (Flowkast)	1/okt/01
3		135 I.K.S.	Vrieskast	1/sep/01
4		184 Jurriëns	Beker	1/sep/01
5		241 I.K.S	Lab. Invent	1/nov/01
6		22148 Sartorius	Micro weger	1/mar/02
7		22981 Labo	Lab. Invent	1/nov/02
8		22448 Labo	Lab. Inrichting	1/dec/02
9		22470 Passé	Lab. Inventaris (microscop)	1/dec/02
10		22473 V.W.R.	Lab. Inventaris	1/dec/02
		22473 V.W.R.	terug. b. Sepsis	1/dec/02
11		2128 Sanyo	Koel Incubator	1/mar/03
11		2128 Sanyo	Koel Incubator sold 21-04-2009	1/mar/03
12		232245 Salm-Kipp	wasmachine	1/mar/03
13		De Ridder	Chilnderkast	1/jun/03
14		Labo	Afzuur Lab	1/jun/03
15		13 Invepro	toegang Labo	31/dec/03
16		Van Sepsis BV	wiezer	24/apr/02
17		Van Sepsis BV	wiezer (broke, thrown out)	25/apr/02
17		Van Sepsis BV	Laboratorium Invent.	31/jan/03
17		Van Sepsis BV	Laboratorium Invent. Sold 06-07-2009 Icycker	1/feb/03
18		Van Sepsis BV	block verw.	20/feb/03
19		Van Sepsis BV	block verw. (broke, thrown out)	21/feb/03
19		902990 Depex	Universal koel centrifuge	18/sep/04
20		20040081 RS Ystral	dispegeer/blender	11/nov/04
21		78224 B.V. Centraal Med	Electronische pipet/Mechanische pipet	22/jan/06
22		2005537 Bioceros	Lab stoel/ Tabouret	6/jun/06
23		A050716001 Cescro	Beïcoek-500P high Density Perfusion	1/sep/06
24		21095 Horepa	"schermfreesmachine luchtgekoelt"	12/jan/06
25		26001854 Sanyo	2 Freezara, 1 refrigerator	17/sep/05
26		4573204 PerkinElmer	Victor for TRF, FI, LUM and ABS	20/sep/05
27		501125 PerkinElmer	Lambda 35 UV van het VS.1 Petter system kit	3/okt/05
28		78958 Centraal magazijn	Mini Plus Pipetteerhulp	11/okt/05
29		50481 Labor	Moltc. trinoc. Fase microscoop	5/dec/05
30		2005121168 Abel	Temperature Data Recorder	14/dec/05
31		52209688 Amersham	Acta purifier	1/jan/06
32		02200059 Amersham	Converter for the Acta purifier	3/jan/06
33		8400053 Salm&Kipp	Vacuum system RVC 2-18	3/feb/06
34		8400114 Engels Logistiek	15x Isolierbox	7/feb/06
35		8400186 Centraal magazijn	Lab. Oven Model AX120 sold 06-07-2009	27/feb/06
35		8400166 Centraal magazijn	Lab. Oven Model AX120 sold 06-07-2009	28/feb/06
36		2.0803E+10 VWR	Waterbad	11/apr/06
37		20040853 Micronic	Fireboy plus with gas cartridge	11/apr/06
38		13289/01-400 Hoelkops Cryoser	Airmaster installation and calibration	3/mai/06
39		60172 ADInstruments	Battery operated thermometer	10/mai/06
40		2007140296 ATAL	Temp. Data Recorder ATV-04/Sensor	21/mar/07
41		3300529234 Perkin Elmer	PerkinElmer, Data analysis software for Victor for TRF	14/sep/07
42		3300329697 Perkin Elmer	PerkinElmer, Victor 2-channel dispenser for TRF	18/sep/07
43		92208912 GE Healthcare	GE Healthcare, Superdex 200 10/300 GL for Acta Purifier	27/nov/09