

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
EFFRX INC	07/12/2010
RECEIVING PARTY DATA	
Name:	Ateneum AB, Reg. No. 556521-4391
Street Address:	Box 1226
City:	262 23 Angelholm
State/Country:	SWEDEN
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7488496
PCT Number:	US0300657
Patent Number:	7964212
Application Number:	11473044
CORRESPONDENCE DATA	
Fax Number:	(703)415-0013
Email:	rhahl@neifeld.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Address Line 4:	Alexandria, VIRGINIA 22304
ATTORNEY DOCKET NUMBER:	EFFR0001
NAME OF SUBMITTER:	Robert W Hahl
Total Attachments: 21 source=EffRxpledgeagreement#page1.tif source=EffRxpledgeagreement#page2.tif	

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EFFRX INC.
as Pledgor

AND

ATENEUM AB
as Security Agent

Pledge agreement regarding patents

LEGAL #60482942

PLEDGE AGREEMENT

This pledge agreement (the "**Agreement**") is made on 12 July 2010.

BETWEEN:

- (1) EFFRX INC., a Florida, U.S. corporation having its principal office at 601 Heritage Drive, Suite 208, Jupiter, FL 33477, USA (the "**Pledgor**");
- (2) Ateneum AB, Reg. No. 556521-4391, a Swedish company with address Box 1226, 262 23 Ängelholm, Sweden, on its own behalf and in its capacity as security agent representing the Lenders (the "**Security Agent**"); and
- (3) for the purpose of Clause 18 only, the lenders set out in Appendix 1 (the "**Lenders**").

WHEREAS:

- (A) Pursuant to certain Promissory Notes (as defined below), the Lenders have agreed to make bridge loan facilities available to the Pledgor.
- (B) The Pledgor has agreed to provide collateral to the Lenders, being represented by the Security Agent, to secure the Pledgor's obligations and liabilities under the Promissory Notes on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1 Definitions

- 1.1 Unless otherwise defined herein, terms defined in the Promissory Notes have the same meanings when used in this Agreement.

- 1.2 In this Agreement, the following definitions are used:

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Miami, Stockholm, Jeddah and Paris.

"**Collateral**" means the Patents.

"**Documents**" means documents of title or a receipt of the type described in Section 7-201 (2) of the Uniform Commercial Code.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Law**" in singular form and "**Laws**" in plural form mean all ordinances, statutes, rules, regulations, orders, injunctions, writs, or decrees of any Governmental Authority or political subdivision or agency thereof, or any court or similar entity established by any thereof.



"Lien" means any mortgage, deed of trust, deed to secure debt, grant, pledge, security interest, assignment, encumbrance, judgment, financing statement, lien or charge of any kind, whether perfected or unperfected, avoidable or unavoidable, consensual or non-consensual including, without limitation, any conditional sale or other title retention agreement, filed or unfiled tax liens, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction, excluding the precautionary filing of any financing statement by any lessor in a true lease transaction, by any bailor in a true bailment transaction or by any consignor in a true consignment transaction under the Uniform Commercial Code of any jurisdiction or the agreement to give any financing statement by any lessee in a true lease transaction, by any bailee in a true bailment transaction or by any consignee in a true consignment transaction.

"Majority Lenders" means a Lender or Lenders whose outstanding principal amount of loan to the Pledgor aggregate more than 66 2/3 per cent of all the loans made under the Promissory Notes then outstanding.

"Patents" means the patents and patent applications listed in Appendix 2:

"Pledge" means the first priority Lien on and security interest over the Collateral created hereunder in favour of the Lenders being represented by the Security Agent;

"Promissory Notes" means the 6 % annual coupon notes due 30 June 2012, dated 12 July, issued by the Pledgor to the Lenders;

"Register Authority" means any registration authority where the Patents are registered or where the patent applications are filed.

"Secured Obligations" means all present and future payment obligations and liabilities of the Pledgor under the Promissory Notes however and whenever incurred or evidenced, arising prior to the date hereof or in connection herewith, and all extensions or renewals thereof and all sums payable under or by virtue thereof including, without limitation, all amounts of principal and interest and all expenses incurred or paid by Security Agent in enforcing the Secured Obligations or this Agreement or preserving any right of the Lenders thereunder or hereunder (including, without limitation, obligations that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a), including interest, fees, and other charges whether or not a claim is allowed for such obligations in any such bankruptcy proceedings, including costs of collection and attorneys' fees as more specifically described in the obligations and herein), whether arising in the ordinary course of business or otherwise, and whether held or to be held by Security Agent for its own account or as agent for another or others.

1.3 In this Agreement, a reference to:

- (a) any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (b) a person includes its successors and assigns; and
- (c) any document, agreement or other instrument is a reference to the same as

it may have been, or may from time to time be, amended, novated, varied or supplemented.

- 1.4 In this Agreement, save as expressly defined herein, capitalised terms shall have the same meanings as ascribed thereto in the Promissory Notes.
- 1.5 Unless a contrary indication appears, any reference in this Agreement to:
- (a) "assets" includes present and future properties, revenues and rights of every description;
 - (b) any agreement or instrument is a reference to that agreement or instrument as amended or novated;
 - (c) a provision of law is a reference to that provision as amended or re-enacted; and
 - (d) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type that would be prudent and customary for companies of a similar standing to adhere to) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

2 Pledge of Collateral and Grant of Security

As security for the due fulfilment of the Secured Obligations, the Pledgor hereby irrevocably and unconditionally assigns, pledges and grants to the Lenders from time to time, being represented by the Security Agent, and agrees that the Lenders represented by the Security Agent shall have a perfected and continuing security interest in, all of the Collateral, wherever located, whether now owned or existing or hereafter acquired or arising. The Pledgor further agrees that the Lenders represented by the Security Agent shall have in respect thereof all of the rights and remedies of a secured party under any applicable Laws.

3 Perfection of the Pledge

- 3.1 The Lenders represented by the Security Agent, upon execution of this Agreement and the recording of a financing statement, will have, and will continue to have as security for the Secured Obligations, a valid and perfected first priority Lien on and security interest in all Collateral, free of all other Liens, claims and rights of third parties whatsoever.
- 3.2 The Pledgor accepts and acknowledges that in connection with the execution of this Agreement, the Pledgor shall deliver all financing documents (including, without limitation, a UCC-1 statement as well as an assignment for security purposes in the U.S. Patent Office) required by the Security Agent to be filed, registered or recorded in order to create, in favour of the Lenders represented by the Security Agent, a perfected Lien in the Collateral in form and in sufficient number for filing, registration, and recording with the State of Florida and the US Patent Office, and after approval of the Security Agent, without any undue delay, however no later than within six (6) weeks of the date of this Agreement, file such financing documents and provide proof of such filing to Security Agent.
- 3.3 The Pledgor hereby undertakes to execute all additional documents and take all

other actions which may be required to perfect the Pledge created herein in all other jurisdictions.

4 Continuing Security

- 4.1 The Pledge created by this Agreement shall be a continuing security and shall not be considered as discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations and shall be binding until the Security Agent (or anyone appointed by it) has confirmed in writing that all the Secured Obligations have been unconditionally and irrevocably discharged in full.
- 4.2 The Pledge created by this Agreement is in addition to and is not in any way prejudiced by any present or future pledge, guarantee or other security given in respect of the Secured Obligations.
- 4.3 The Security Agent and the other Lenders are entitled to decide in their own discretion which security interests and in what order such security interests shall be applied towards the satisfaction of the Secured Obligations and the Pledgor shall not be entitled to claim any right to any other security given to the Security Agent or the other Lenders in respect of the Secured Obligations.

5 Representations and Warranties

5.1 The Pledgor represents and warrants that:

- (a) it is a corporation, duly incorporated and validly existing under the laws of Florida;
- (b) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement;
- (c) this Agreement constitutes legally binding and valid obligations of the Pledgor enforceable in accordance with its terms;
- (d) the execution and performance of this Agreement will not breach the constitutional documents of the Pledgor or any document or law or regulation by which the Pledgor is bound;
- (e) all necessary consents and authorisations required in relation to the entry into, performance, validity and enforceability of this Agreement have been obtained and are in full force and effect; and
- (f) it has not taken any action nor have any steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution, merger, division or re-organisation or for the appointment of a liquidator, receiver or similar officer of it or a material part of its assets. Save for any action in connection with the Reorganisation.

5.2 The Pledgor further represents and warrants that:

- (a) it has full ownership of the Collateral and no Lien or any other kind of encumbrance is in existence over the Collateral or any part thereof except for the Pledge;

- (b) there are no restrictions applicable to the Pledgor or the Collateral, preventing the Pledgor from pledging the Collateral; and
 - (c) no infringement by any third party has occurred or is threatened to occur in respect of the Collateral, and the Collateral (as utilised by the Pledgor in its current business operations) do not infringe on any third party rights.
- 5.3 The representations and warranties set out in Clauses 5.1 and 5.2 are deemed to be made by the Pledgor by reference to the facts and circumstances then existing on:
- (a) the date hereof; and
 - (b) the first day of each Interest Period.
- 6 Undertakings by the Pledgor**
- 6.1 The Pledgor shall not, unless otherwise expressly permitted under the Promissory Notes:
- (a) create or permit to subsist any Lien over any Collateral other than the Pledge;
 - (b) sell, transfer or dispose of any Collateral or permit the same to occur (other than in connection with the Reorganisation), and in particular, grant or permit to occur any licence or other agreement which creates a right to use the Collateral or by which the Pledgor's ownership in or rights to the Collateral otherwise are limited other than the licence created under the Collaboration and License Agreement dated 5 december 2008 and made between the Pledgor and Nycomed GmbH (the "**Nycomed Licence**");
 - (c) take or permit the taking of any action whereby the rights attaching to any of the Collateral are amended;
 - (d) do or cause or permit to be done anything which will, or could be reasonably expected to, materially adversely affect the Collateral or the rights of the Security Agent here under.
- 6.2 The Pledgor shall ensure that the Patents are renewed when necessary and ensure that nothing will be done or omitted to be done which could result in the expiry or cancellation of the Patents.
- 6.3 The Pledgor shall provide the Security Agent with copies of any decision or notice from any relevant Register Authority relating to the validity of the Patents.
- 6.4 The Pledgor shall keep the Security Agent informed of any infringement or potential infringement of the Collateral that it becomes aware of and shall promptly, in consultation with the Security Agent, take any actions that may be necessary or advisable to stop an infringement or a potential infringement of the Collateral, including but not limited to the initiating of court proceedings. The same shall apply with respect to any defence actions required due to allegations directed against the Pledgor to the effect that the use of the Collateral infringes the rights of any third party.

- 6.5 The Pledgor shall keep Security Agent informed of the existence and progress of any action or proceeding against the Pledgor in respect of this Agreement or the Pledge.
- 6.6 The Pledgor shall pay all present and future costs and fees, if any, imposed in respect of the Patents.
- 6.7 If the Pledgor does not comply with its obligations in Clause 6.6, the Security Agent shall be entitled to pay any outstanding fees and take any actions or measures required on behalf of the Pledgor. The Pledgor shall indemnify and hold the Security Agent harmless in respect of all costs and expenses incurred by it as a result thereof. All such costs and expenses shall be included in the Secured Obligations.
- 6.8 At its own expense, the Pledgor will defend the title to the Collateral (or any part thereof), and promptly upon request execute, acknowledge and deliver any financing statement, renewal, affidavit, deed, assignment, continuation statement, security agreement, certificate, notice to financial intermediary, or other document the Security Agent may reasonably require in order to perfect, preserve, maintain, continue, protect and/or extend the Pledge and its priority. The Pledgor will from time to time do whatever the Security Agent may reasonably request by way of obtaining, executing, delivering, and/or filing financing statements, and amendments and renewals thereof and the Pledgor will take any and all steps and observe such formalities as the Security Agent may request, in order to create and maintain a valid Lien upon, pledge of, or security interest in, the Collateral subject to no other Liens or claims. The Pledgor agrees that a copy of a fully executed financing statement shall be sufficient to satisfy for all purposes the requirements of a financing statement as set forth in the applicable Uniform Commercial Code.

7 Enforcement

- 7.1 The Pledgor hereby irrevocably appoints the Security Agent as the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time upon the occurrence and during the continuance of an Event of Default hereunder or under the Promissory Notes and/or any other documents executed in connection therewith, in the Security Agent's discretion to take any action and to execute any instrument or document which the Security Agent may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Security Agent may have under this Agreement or applicable Law, including, without limitation; (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings which the Security Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Security Agent on behalf of the Pledgor with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.
- 7.2 Upon the occurrence of an Event of Default (and in addition to all of its rights, powers and remedies under this Agreement), the Security Agent shall have all of the rights and remedies of a secured party under applicable Uniform Commercial Codes and other applicable Laws.
- 7.3 The Security Agent may, in addition to other rights and remedies provided for herein,

or otherwise available to it but subject to the Nycomed Licence, sell the Collateral or any part thereof at public or private sale, at any exchange, over the counter or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Security Agent may deem commercially reasonable or otherwise in such manner as necessary to comply with applicable federal and state Laws. Upon consummation of any such sale the Security Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers at any such sale and such purchasers shall hold the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives (to the extent permitted by Law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of Law or statute now existing or hereafter enacted. To the extent notice of sale shall be required by Law, the Security Agent shall give Pledgor at least five days' notice of the time and place of any public sale or the time after which any private sale is to be made, which Pledgor agree shall constitute reasonable notification. At any such sale, the Lenders may bid (which bid may be, in whole or in part, in the form of cancellation of a Secured Obligation) for and purchase the whole or any part of the Collateral. The Security Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Security Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. If sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Security Agent until the sale price is paid by the purchaser or purchasers thereof, but the Security Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. Pledgor agrees that any sale of the Collateral conducted by the Security Agent in accordance with the foregoing provisions of this Clause 7.3 shall be deemed to be a commercially reasonable sale under applicable Uniform Commercial Code. As an alternative to exercising the power of sale herein conferred upon it, the Security Agent may proceed by a suit or suits at Law or in equity to foreclose the security interest granted under this Agreement and to sell the Collateral, or any portion thereof, pursuant to a judgment or decree of a court or courts of competent jurisdiction.

- 7.4 Any written notice of the sale, disposition or other intended action by the Security Agent with respect to the Collateral which is sent by regular mail, postage prepaid, to the Pledgor at the address set forth for notices in the Promissory Notes, or such other address of the Pledgor which may from time to time be shown on the Security Agent's records, at least five (5) days prior to such sale, disposition or other action, shall constitute reasonable notice to the Pledgor.
- 7.5 The Security Agent shall be entitled to the appointment of a receiver, without notice of any kind whatsoever and without regard to the adequacy of any security for the Secured Obligations or the solvency of any party bound for its payment, to take possession of all or any portion of the Collateral and/or the business operations of the Pledgor and to exercise such power as the court shall confer upon such receiver.
- 7.6 The Pledgor hereby waives any right to require any marshalling of assets and any similar right.

8 Application of Proceeds

- 8.1 Any monies received by the Security Agent in exercise of the rights, powers and

remedies under this Agreement or by law shall be applied by the Security Agent in discharge of the Secured Obligations in the manner and order determined by the Security Agent.

- 8.2 In case of enforcement prior to bankruptcy only, when all of the Secured Obligations have been fully and irrevocably discharged, the surplus (if any) shall be paid to the Pledgor.

9 Waiver of Defences

- 9.1 The obligations of the Pledgor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

9.2

- (a) any extension, renewal, settlement, compromise, waiver, termination or release in respect of any obligation of the Pledgor under the Promissory Notes or under any document relating thereto, by operation of Law or otherwise;
- (b) any modification, extension or amendment of, or supplement to, the Promissory Notes or any document relating thereto all of which may be made without notice to or consent of the Pledgor;
- (c) any release, non-perfection or invalidity of any direct or indirect security for any Secured Obligation;
- (d) any merger, consolidation or other change in the corporate existence, structure or ownership or any sale, lease or transfer of any of the assets of the Pledgor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Pledgor or its assets or any resulting release or discharge of any obligation of the Pledgor;
- (e) the existence of any claim, set-off or other rights which the Pledgor may have at any time against a Lender or any other person, whether in connection herewith or any unrelated transactions;
- (f) any other act or omission to act or delay of any kind by the Pledgor or any other person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable defence or discharge of the Pledgor's obligations hereunder, including without limitation, any failure, omission, delay or inability on the part of the Security Agent to enforce, assert or exercise any right, power or remedy conferred on the Security Agent under the Promissory Notes or any documents relating thereto; or
- (g) any other circumstance which might otherwise constitute a defence available to, or a discharge of, the Pledgor in respect of the Secured Obligations or in respect of this Agreement.

10 Costs and Expenses

The Pledgor will pay all costs and expenses (including without limitation stamp duties and legal fees) incurred by the Security Agent in connection with perfection or enforcement of the Pledge created under this Agreement. The Pledgor shall

indemnify the Security Agent in respect of such costs and expenses. All such costs and expenses shall be included in the Secured Obligations.

11 Release of Pledge

When the Secured Obligations have been unconditionally and irrevocably discharged in full, the Security Agent shall, at the request of the Pledgor and subject to the Security Agent being indemnified in respect of its costs, execute such documents and do such other things that may be necessary to release the Pledge over the Collateral.

12 Limitation of Liability

- 12.1 Neither the Security Agent nor any other Lender shall be held responsible for any damage arising out of any legal enactment, or any measure undertaken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Security Agent or any other Lender takes such measures, or is subject to such measures. Should there be an obstacle as described above for the Security Agent or any other Lender to take any action in compliance with this Agreement, such action may be postponed until the obstacle has been removed.
- 12.2 Any damage that may arise in other cases shall not be indemnified by the Security Agent or any other Lender unless such damage results from gross negligence or wilful misconduct. The Security Agent and the other Lender shall not in any case be held responsible for any indirect damage.

13 Further Assurance

The Pledgor shall from time to time and at its own expense, upon the request by the Security Agent, promptly and duly execute and deliver any and all such transfers, powers of attorney and other further documents as the Security Agent may reasonably deem desirable for the purpose of obtaining the full benefit of this Agreement and of the rights and powers granted under it, including any that the Security Agent may require for perfecting its title to any of the Collateral or for vesting the same in itself or in any purchaser or transferee.

14 Assignments, etc.

- 14.1 The Lenders, being represented by the Security Agent, may assign and transfer all of their respective rights and obligations under this Agreement in accordance with the provisions of the Promissory Notes.
- 14.2 The Security Agent may assign and transfer all of its respective rights and obligations under this Agreement to any assignee or successor of it appointed in accordance with the provisions of the Promissory Notes.
- 14.3 The Pledgor may not assign or transfer any part of its rights, benefits or obligations under this Agreement, provided however that the Pledgor may, in connection with the Reorganisation, assign its rights and transfer its obligations to its wholly-owned

subsidiary EffRx Pharmaceuticals SA, Switzerland without the Security Agent's prior written consent.

15 Amendments

This Agreement may only be amended by an instrument in writing duly executed by the Pledgor and the Security Agent. No change, termination, modification or waiver of any provision, term or condition of this Agreement shall be binding on the parties, unless it is made in writing.

16 Notices

16.1 All notices and other communications required or permitted under this Agreement must be in writing in the English language and shall be made by post or fax.

16.2 Any notice or other communication to be given by one party to another under this Agreement shall (unless one party has by fifteen (15) days' notice to the other party specified another address) be given by written notice in accordance with this Section.

If to the Pledgor: EFFRX Inc.
 Attention: Christer Rosén
 601 Heritage Drive, Suite 208,
 Jupiter, FL 33477, USA
 Fax No +1 561 622 0580

If to the Security Agent: Ateneum AB
 Attention: Lars Rosvall
 Box 1226
 262 23 Ängelholm
 Sweden

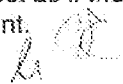
16.3 Any notice or other communication given by the Security Agent will be deemed to have been received when:

- (a) delivered by post, unless actually received earlier, on the fifth Business Day after posting; and
- (b) delivered by fax, on the day of dispatch, provided that a notice delivered by fax which is dispatched after 12 noon (US time), or on a day, which is not a Business Day, will be deemed to be given on the next Business Day.

16.4 Any notice or other communication given by the Pledgor to the Security Agent shall be deemed to have been received only on actual receipt.

17 Counterparts

This Agreement may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.



18 Role of the Security Agent

- 18.1 Each Lender hereby irrevocably appoints the Security Agent to act as its agent under and in connection with this Agreement, authorises the Security Agent on its behalf to sign, execute and enforce this Agreement; and authorises the Security Agent on its behalf to perform the duties and to exercise the rights, powers, authorities and discretions that are specifically given to it under or in connection with this Agreement, together with any other incidental rights, powers, authorities and discretions.
- 18.2 The Security Agent shall (i) only exercise any right, power, authority or discretion vested in it in accordance with any instructions given to it by the Majority Lenders (or, if so instructed, refrain from exercising) and (ii) not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with an instruction of the Majority Lenders. Any instructions given by the Majority Lenders will be binding on all the Lenders. The Security Agent may refrain from enforcing this Agreement unless instructed otherwise by the Majority Lenders. Subject to this Agreement having become enforceable, the Majority Lenders may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing this Agreement.
- 18.3 If on an enforcement of this Agreement, the Security Agent sells or otherwise disposes of any asset; or the Pledgor sells or otherwise disposes of an asset at the request of the Security Agent after an Event of Default has occurred which is continuing, the Security Agent may execute on behalf of each Lender without the need for any further referral to or authority from such Lender any release of the Security created by this Agreement over that asset.
- 18.4 Each Lender will execute such releases as the Security Agent may reasonably require to give effect to this Clause 18.
- 18.5 The Security Agent will not be liable for any action taken by it under or in connection with this Agreement and any Promissory Note, unless directly caused by its gross negligence or wilful misconduct.
- 18.6 The Security Agent may resign by giving notice to the other Lenders and the Pledgor in which case the Majority Lenders (in consultation with the Pledgor) may appoint a successor Security Agent.
- 18.7 If the Majority Lenders have not appointed a successor Security Agent within forty-five (45) days after notice of resignation was given, the Security Agent (after consultation with the Pledgor) may appoint a successor Security Agent.
- 18.8 The retiring Security Agent shall, at its own cost, make available to its successor such documents and records and provide such assistance as its successor may reasonably request for the purposes of performing its functions as Security Agent under the Promissory Notes.
- 18.9 The resignation notice of the Security Agent shall only take effect upon the appointment of a successor.
- 18.10 If any Party owes an amount to the Security Agent under the Promissory Notes, the Security Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Security Agent

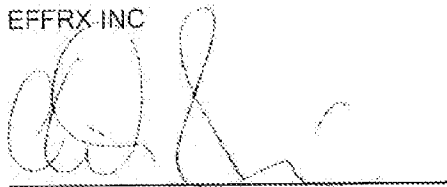
would otherwise be obliged to make under the Promissory Notes and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Promissory Notes that Party shall be regarded as having received any amount so deducted.

19 Governing Law and Jurisdiction

- 19.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.
- 19.2 SUBJECT TO CLAUSE 19.3, THE COURTS OF THE STATE OF FLORIDA HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING A DISPUTE REGARDING THE EXISTENCE, VALIDITY OR TERMINATION OF THIS AGREEMENT).
- 19.3 CLAUSE 19.2 IS FOR THE BENEFIT OF THE SECURITY AGENT ONLY AS A RESULT, THE SECURITY AGENT SHALL NOT BE PREVENTED FROM TAKING PROCEEDINGS IN ANY OTHER COURTS WITH JURISDICTION OVER THE PLEDGOR OR ANY OF ITS ASSETS TO THE EXTENT ALLOWED BY LAW, THE SECURITY AGENT MAY TAKE CONCURRENT PROCEEDINGS IN ANY NUMBER OF JURISDICTIONS.
- 19.4 EACH OF THE SECURITY AGENT AND THE PLEDGOR ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE RELATIONSHIP OF THE PLEDGOR AND THE SECURITY AGENT ESTABLISHED HEREBY, WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PLEDGOR AND THE LENDERS HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST THE PLEDGOR ARISING OUT OF THIS AGREEMENT OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE PLEDGOR AND ANY OF THE LENDERS OF ANY KIND OR NATURE.

This Agreement has been duly executed on the date first written above in two (2) original copies, of which each of the parties has taken one copy.

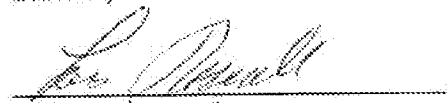
EFFRX-INC



Name: Christopher E. Rosen
CEO

ATENEUM AB

(on its own behalf and on behalf of the Lenders)



Name: Lars Rosen

APPENDIX 1

The Lenders

Mohammed al Amoudi

Fastighets AB Kronosund

Bergfinken AB

Christer Rosén

SEILLANS Investissement SCR

List of Patents

Docket # (Neifeld)	Status	Serial #	Recent Action/Next Action	Country	Title	Claim(s)	Filing Date	Priority
EFFR0010U-PCT	expired, but related European and Canadian applications are still pending.	PCT/US03/06576	n/a	PCT	Effervescent compositions comprising bisphosphonates and methods related thereto			EFFR0010U- US 3/6/2002
EFFR0010U-US	abandoned, but related cases have value, e.g., the issued patent 7,488,496 claims priority to this application.	10/092,083		U.S.	Effervescent compositions comprising bisphosphonates and methods related thereto	53. A method for treating osteoporosis in a mammal, comprising: administering to a patient in need of treatment for osteoporosis an effervescent solution having a buffered pH of about 3 to about 6.5 containing (a) an effective amount of a bisphosphonate, (b) an acid component	2002- 03-06	2002-03-06

CPD
2/2/02

EFFR0010J- USC1	Issued	U.S. Patent 7,488,496 Application Serial No. 10/273,081	The patent issued on February 10, 2009. Assignment was recorded 11/7/2008. First maintenance fee is due 8/10/2012.	U.S.		Effervescent compositions comprising bisphosphonates and methods related thereto	selected from the group consisting of citric acid and monosodium citrate, (c) an alkaline component selected from the group consisting of an alkali metal bicarbonate, an alkali metal carbonate and mixtures thereof, (d) an anti-ulcer agent, and (e) a solubilizing agent.	2002- 10-17	CIP of application No. 10/092,083, filed 3/6/02.
						1. An effervescent composition comprising: (a) 50 mg to 120 mg alendronate (b) citric acid, and (c) an alkaline effervescing component which is a carbonate salt or a bicarbonate salt, wherein the composition has a total weight of 3500 mg to about 6000			

EFFR0010U- USC2	pending	11/473,044	Still awaiting first office action by USPTO. This was confirmed by checking the PAIR system on 3/23/2009.	U.S.	Effervescent compositions comprising bisphosphonates and methods related thereto	mg and when dissolved in water produces a solution having a buffered pH of about 3 to 4 to about 6.5 and has buffering capacity sufficient to mediate the pH of a patient's stomach for at least 15 minutes.	2006- 06-23	Continuation of application No. 10/273,081, filed 10/17/02, which is a CIP of 10/092,083, filed 3/6/02.
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EFFR0010U- USC3	pending	12/367928	Filed Continuation application just before EFFR0010U- USC1 issued. Awaiting first action.A Terminal Disclaimer over US 7,488,496 was submitted.	U.S.	Effervescent Compositions Comprising Phosphonates and Methods Related Thereeto	1. An effervescent composition comprising: (a) 50 mg to 120 mg of a bisphosphonate (b) citric acid, and (c) an alkaline effervescing component which is a carbonate salt or a bicarbonate salt, wherein the composition has a total weight of 3500 mg to about 5000 mg and when dissolved in water produces a solution having a buffered pH of about 4 to about 6.5 and has buffering capacity sufficient to mediate the pH of a patient's stomach for at least 15 minutes. Both independent claims have the same limitations on the effervescing composition as the	2009- 02-09	Continuation of application 10/273,081, filed Oct. 17, 2002, now U.S. Pat. No. 7,488,496, which is a continuation- in-part of copending application 10/1092,083, filed March 6, 2002, abandoned.
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EFFR0010UPCT- CA	pending in Canada	2 495 886	Request for Examination filed 3/6/08. Awaiting first OA. Name of applicant changed to Effrx and officially recorded. Sixth maintenance	CANADA	Effervescent compositions comprising biphosphonates and methods related thereto		claims in parent application 10/273,081 (now US 7,488,496), except for the active ingredient, which is recited herein generically as "bisphosphonate" rather than "alendronate."	2005- 02-11	EFFR0010U- US 3/6/2002
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EFFR0010UPCT-EP	pending in Europe	3716287.2	fee paid March 6, 2009.	Europe	Effervescent compositions comprising biphosphonates and methods related thereto		2004-10-06	EFFR0010U-US 3/6/2002
EFFR0019P-US	in process	Will be a new provisional application.	Docketed to file new application on 5/15/2009 (movable).		Storage stable biphosphonate formulations that are free of excipients which cause unwanted degradation products.		no bar date.	

APPENDIX 3

Form of Notice

A handwritten signature in dark ink, appearing to be 'L. P.' or similar, located in the bottom right corner of the page.