

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Plexigen, Inc.	06/09/2011
RECEIVING PARTY DATA	
Name:	Bioplex LLC
Street Address:	3809 Beryl Road
Internal Address:	Suite 101
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27607
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12428718
Application Number:	12994302
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
Phone:	919-854-1400
Email:	msalazar@myersbigel.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	MBSS / Marthenn Salazar
Address Line 1:	4140 Parklake Ave
Address Line 2:	Suite 600
Address Line 4:	Raleigh, NORTH CAROLINA 27612
ATTORNEY DOCKET NUMBER:	9705-2; 9705-3
NAME OF SUBMITTER:	Marthenn Salazar
Total Attachments: 4 source=SecurityAgreement#page1.tif source=SecurityAgreement#page2.tif source=SecurityAgreement#page3.tif source=SecurityAgreement#page4.tif	

CH \$80.00 12428718

PROMISSORY NOTE
AND SECURITY AGREEMENT
Raleigh, N.C.

June 9, 2011

FOR VALUE RECEIVED the undersigned promises to pay to BIOPLEX LLC or order, the principal sum of not to exceed _____, or such other amount as may be determined by Credit Advances and fees, with interest from the date hereof at the rate of _____ per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of BIOPLEX LLC, 380 Beryl Road, Suite 101, Raleigh, North Carolina 27607 or at such place as the legal holder hereof may designate in writing. The principal and interest shall be due and payable in payment in full representing of principal and interest in the amount of _____ or at such lesser amount representing the sum total of all Credit Advances from this credit line, which is payable in one payment of all unpaid principal and all accrued and unpaid interest herein due and payable on June 15, 2014. Borrower may make periodic partial payments or payment in whole at any time without penalty of prepayment. Provided however, if not sooner paid, the entire remaining indebtedness (including, but not limited to, all unpaid principal and all accrued and unpaid interest and all other sums due hereunder shall be due and payable on June 9, 2014.

If prepayments are paid, each such prepayment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal. Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium.

In the event of (a) default in payment of principal or interest hereof or under any other note from Maker to Payee as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, or under the terms of the security agreement made in, and/or security interest given under, this Note and such default is not cured within fifteen (15) days after written notice to Maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and any instrument securing this Note shall bear interest at the rate of _____ per annum after default until paid.

In the event this Note is not paid when due (whether on the due date set forth above or on such earlier date as provided upon default or the happening of other events set forth in this Note) then Payee shall have the right to exercise all rights granted under this Note to it.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and any instrument securing this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described herein and/or in any instrument securing this Note or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release or such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina. As used herein, the term "Note" shall include the security agreement contained herein. This Note is given for money owed.

To further secure this Note, Maker(s) grants Payee a first priority security interest under Chapter 25 of the North Carolina General Statutes (the "UCC") in all personal property and assets granted as collateral security for a Loan, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, assignment, pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise including, but not limited to, all trade names, technology, patents, supplies and equipment until the obligation is Paid in full.

Payee shall have all rights of a secured party applicable under the UCC and under this Note, such rights being cumulative. The undersigned agrees not to transfer or convey (by sale, gift, devise or otherwise), grant a security interest in, pledge or otherwise encumber the collateral described above or any interest therein without the prior written consent of the Payee, which consent Payee may grant or withhold in its sole discretion. In addition to, and not in limitation of the foregoing, The undersigned agrees to execute such further instruments, security agreements and financing statements, and to take such other actions, as Payee may from time to time request to evidence and/or perfect such security interest. In the event such security

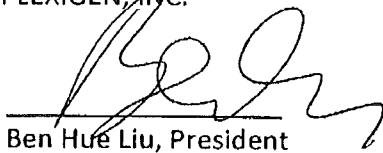
interest ever constitutes a lower than first priority security interest, Payee may declare this Note in default and no cure period for such default shall exist unless required by applicable law, in which event such cure period shall be the minimum required by applicable law.

In the event that during the term of this Note, any additional patents, intellectual property or extensions thereof shall be issued to the Maker, such additional assets shall be immediately assigned and delivered to Payee, as further collateral to be used to affect Payee's rights under this Note.

The Maker hereby irrevocably appoints Payee and any officer thereof the Maker's Attorney In Fact, with full power of substitution for and on behalf and in the name of Maker, during the existence and continuance of any default, in the Payee's sole discretion, to take any action and to execute any instrument which the Payee may deem necessary or advisable to accomplish the purposes of this Note, including, without limitation, the right to sell the collateral or exercise any and all of its rights and remedies under this Note and applicable law. This Power of Attorney is a Power coupled with an interest and shall be irrevocable and is conferred on the Payee solely to protect, preserve and realize on its security interest in the Shares. This Power of Attorney shall be durable.

IN TESTIMONY WHEREOF, THE MAKER HAS AUTHORIZED AND CAUSED IT'S PRESIDENT, BEN HUI LIU, to SET HIS HAND TO THIS INSTRUMENT AND ADOPTS AS ITS CORPORATE SEAL THE WORD "SEAL" APPEARING BELOW HIS SIGNATURE THE DAY AND YEAR FIRST ABOVE WRITTEN.

PLEXIGEN, INC.



Ben Hue Liu, President

June 9, 2011

(CORPORATE SEAL)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

ELTON C. PARKER

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**ELTON C. PARKER
ELPARK FINANCIAL, LLC
3809 BERYL ROAD, SUITE 101
RALEIGH, NC 27607**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR **PLEXIGEN, INC**

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3700 REGENCY PARKWAY, SUITE 120**CARY****NC****27511****USA**1d. **SEE INSTRUCTIONS**ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

BUSINESS CORP

1f. JURISDICTION OF ORGANIZATION

NORTH CAROLINA

1g. ORGANIZATIONAL ID #, if any

0460590☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. **SEE INSTRUCTIONS**ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR **BIOPLEX LLC**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3809 BERYL ROAD, SUITE 101**RALEIGH****NC****27607****USA**

4. This FINANCING STATEMENT covers the following collateral:

To further secure this Note, Maker(s) grants Payee a first priority security interest under Chapter 25 of the North Carolina General Statutes (the "UCC") in all personal property and assets granted as collateral security for a Loan, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, assignment, pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise including, but not limited to, all trade names, technology, patents, supplies and equipment until the obligation is Paid in full.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

RECORDED: 07/12/2012

PATENT
REEL: 028548 FRAME: 0318