

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
Bioworks, Inc.	07/27/2012
RECEIVING PARTY DATA	
Name:	New York Business Development Corporation
Street Address:	50 Beaver Street
City:	Albany
State/Country:	NEW YORK
Postal Code:	12207
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12503194
Application Number:	12194000
CORRESPONDENCE DATA	
Fax Number:	5186948584
Phone:	5184632268
Email:	lnaimo@nybdc.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:	Leesa Naimo-Fredette
Address Line 1:	50 Beaver Street
Address Line 2:	New York Bus Dev Corp
Address Line 4:	Albany, NEW YORK 12207
NAME OF SUBMITTER:	Leesa Naimo Fredette
Total Attachments: 10 source=P8900#page1.tif source=P8900#page2.tif source=P8900#page3.tif	

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**CONTINGENT PATENT, COPYRIGHTS AND TRADEMARK
SECURITY AGREEMENT**

Date: July 27, 2012

Assignor: **BioWorks, Inc.**
100 Rawson Road, Suite 205
Victor, New York 14565

Assignee: **New York Business Development Corporation**
50 Beaver Street
Albany, New York 12207

Loan Amount: **\$900,000.00**

THE UNDERSIGNED, in consideration for loans and other credit accommodations extended to or to be extended to **BWV Holding Corp. and BioWorks, Inc.** (the "Borrower") by the Assignee, the repayment of which has been unconditionally guaranteed by the Assignor (collectively, the "Credit Facility") and for other good and valuable consideration, receipt of which is hereby acknowledged by the Assignor, the Assignor does hereby grant to the Assignee, a security interest in the patents and patent applications of Assignor set forth herein together with certain additional intellectual property rights as set forth herein;

In furtherance of the security interest granted to the Assignee herein, the Assignor covenants and agrees as follows:

1. Assignment of Patents. To secure the complete and timely satisfaction of all of the liabilities and obligations of every kind or nature of Assignor to Assignee under or related to the Credit Facility and all notes, agreements, and documents delivered in connection therewith, including as extended, modified, or replaced from time to time (the "*Obligations*"), Assignor hereby grants, assigns and conveys to Assignee a security interest in and to all of the Assignor's right, title and interest in and to the following:

United States Patent Application: 20120028799
Serial Number: 194000
Series: 13
Kind Code: A1
Filed: July 29, 2011

United States Patent Application: 20100028303
Serial Number: 503194
Series: 12
Kind Code: A1
Filed: July 15, 2009

together with hereafter acquired, arising and/or filed applications in relation thereto, and the inventions and, improvements described and claimed as a result thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "*Patents*").

2. Security Interest in Copyrights. TO THE EXTENT NECESSARY FOR THE REASONABLE USE OR EXPLOITATION OF THE PATENTS as intended by Assignor, to secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants and conveys to Assignee a lien and security interest in all of the Assignor's right, title and interest in and to all of their now owned or existing and filed and hereafter acquired or arising and filed:

(i) copyrights and renewals or extensions thereof, copyright registrations and applications, related trademarks and service marks, all matrices, manufacturing derivatives and physical elements of the visual and sound recordings, and to all of the assets, properties, contracts, rights and obligations relating thereto, for all territories of the world in perpetuity, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of which foregoing copyrights, service marks, registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and in relation to the Copyrights (the "Copyrights Goodwill"); and

(iii) license agreements with any other party relating to intellectual property or proprietary rights of any kind or nature, whether Assignor is are licensor or licensee under any such license agreement (the "Copyright Licenses")(Copyrights, Copyrights Goodwill and Copyright Licenses are hereinafter collectively referred to herein as "Copyrights").

3. Security Interest in Trademark, Goodwill, and Licenses. TO THE EXTENT NECESSARY FOR THE USE OR EXPLOITATION OF THE PATENTS as intended by Assignor, to secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants and conveys to Assignee a lien and security interest in all of the Assignor's right, title and interest in and to all of their now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of which foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks (the "Trademarks Goodwill"); and

(iii) license agreements with any other party relating to intellectual property or proprietary rights of any kind or nature, whether Assignor is licensor or licensee under any such license agreement (the "Trademarks Licenses")(Trademarks, Trademarks Goodwill and Trademarks Licenses are hereinafter collectively referred to herein as "Trademarks").

4. Restrictions on Future Assignments. Assignor agrees that until the Obligations shall have been satisfied in full and the Credit Facility shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any transfer, assignment or sale of the Patents, Copyrights or Trademarks which would limit or restrict the rights of Assignee hereunder and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or

fail to take any action which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

5. Representations and Warranties. Assignor represents and warrants to and agree with Assignee that:

(i) the Patents (to the extent issued), Copyrights, Trademarks and related licenses to third parties are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) to the best knowledge of Assignor, each of the Patents, Copyrights, Trademarks and related licenses are valid and enforceable;

(iii) Assignor is the owner of the Patents, Copyrights, Trademarks and related licenses and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) to the best knowledge of Assignor, this Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound; and

(v) the Patents, Copyrights and Trademarks, if any, as of the date hereof, are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than liens permitted by the Credit Facility.

6. Rights on Default. Notwithstanding anything herein to the contrary, unless and until the occurrence of an Event of Default, as defined in the Security Agreement executed by the parties as of the date hereof with respect to the Credit Facility, Assignee shall have not have the right to exercise any rights in or with respect to the Patents. Upon such an Event of Default, Assignee shall have the rights in and to the Patents as permitted under the Uniform Commercial Code and as otherwise permitted under the Security Agreement. As of the date hereof, Assignor has the right to use its Patents, Copyrights and Trademarks without any liability to a third party for royalties or other related charges.

7. Reassignment to Assignor. Upon payment in full of the Obligations and termination of the Credit Facility, Assignee shall execute and deliver to Assignor all assignments and other instruments as may be necessary to terminate this Agreement and the assignment of rights granted hereunder.

8. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by them , any copyright infringement and any trademark or service mark application of the Trademarks made by them pending as of the date hereof or thereafter until the Obligations shall have been paid in full, and (ii) preserve and maintain all of their rights in patent applications and patents of the Patents, Copyrights and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application, Copyright application or Trademark application, or any pending Patent, Copyright or Trademark application without the consent of Assignee which will not be unreasonably withheld.

9. Financing Statements/Documents. Assignor authorizes the Assignee to execute and file, and at the request of Assignee, Assignor will join with Assignee in executing one or more financing statements pursuant to the New York version of the Uniform Commercial Code, as applicable, in form satisfactory to Assignee, and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Assignee. Assignor will execute and deliver to Assignee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent, Copyright and Trademark office, as Assignee may require for the

purpose of confirming Assignee's interest in the Patents, Copyrights, Trademarks and all related licenses. Assignor hereby authorizes the Commissioner of Patents to state that Assignee is an assignee of Assignor's entire interest in the Patents while any Obligations remain outstanding.

10. Assignee's Right to Sue. Upon the occurrence of an Event of Default, Assignee shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in their own name to enforce the Patents and related licenses, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 9. After first giving Assignee a reasonable opportunity to bring suit in its own name to enforce the Patents and related licenses, Assignor may bring such suit in their own name.

11. Waivers. No course of dealing between Assignor and Assignee nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Facility shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

13. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 2 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies/Effect on Credit Facility. All of Assignee's rights and remedies with respect to the Patents, Copyrights and Trademarks, whether established hereby or by the Credit Facility, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Facility but rather is intended to facilitate the exercise of such rights and remedies.

15. Binding Effect/Benefits. This Assignment shall be binding upon the Assignor and their respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

16. Governing Law. The loan under which this security agreement is granted is made under a SBA nationwide program that uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations (i) when the SBA is holder of the note, this document and all other documents evidencing or securing this loan will be construed in accordance with federal law; and (ii) the Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using state or local procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the loan. Any clause in this document requiring arbitration is not enforceable when the SBA is the holder of the note.

17. Counterparts. This Security Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor, by their duly authorized officers, have executed this Assignment as of July 27, 2012

BIOWORKS, INC.

By: [Signature]
William J. Foster, President & CEO

Accepted at Albany, New York
as of NEW YORK BUSINESS
DEVELOPMENT CORPORATION

By: [Signature]
James J. Conroy, III, SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF Monroe)

On the 27th day of July, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. FOSTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public
STEVEN SOLOMON
Notary Public, State of New York
Reg. #02300422906
Qualified in Monroe County
Commission Expires April 12, 2013

**CONTINGENT PATENT, COPYRIGHTS AND TRADEMARK
SECURITY AGREEMENT**

Date: July 27, 2012

Assignor: BioWorks, Inc.
100 Rawson Road, Suite 205
Victor, New York 14565

Assignee: New York Business Development Corporation
50 Beaver Street
Albany, New York 12207

Loan Amount: \$900,000.00

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In furtherance of the security interest granted to the Assignee herein, the Assignor covenants and agrees as follows:

1. Assignment of Patents. To secure the complete and timely satisfaction of all of the liabilities and obligations of every kind or nature of Assignor to Assignee under or related to the Credit Facility and all notes, agreements, and documents delivered in connection therewith, including as extended, modified, or replaced from time to time (the "Obligations"), Assignor hereby grants, assigns and conveys to Assignee a security interest in and to all of the Assignor's right, title and interest in and to the following:

United States Patent Application: 20120028799
Serial Number: 194000
Series: 13
Kind Code: A1
Filed: July 29, 2011

United States Patent Application: 20100028303
Serial Number: 503194
Series: 12
Kind Code: A1
Filed: July 15, 2009

together with hereafter acquired, arising and/or filed applications in relation thereto, and the inventions and, improvements described and claimed as a result thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents").

2. Security Interest in Copyrights. TO THE EXTENT NECESSARY FOR THE REASONABLE USE OR EXPLOITATION OF THE PATENTS as intended by Assignor, to secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants and conveys to Assignee a lien and security interest in all of the Assignor's right, title and interest in and to all of their now owned or existing and filed and hereafter acquired or arising and filed:

(i) copyrights and renewals or extensions thereof, copyright registrations and applications, related trademarks and service marks, all matrices, manufacturing derivatives and physical elements of the visual and sound recordings, and to all of the assets, properties, contracts, rights and obligations relating thereto, for all territories of the world in perpetuity, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of which foregoing copyrights, service marks, registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and in relation to the Copyrights (the "Copyrights Goodwill"); and

(iii) license agreements with any other party relating to intellectual property or proprietary rights of any kind or nature, whether Assignor is licensor or licensee under any such license agreement (the "Copyright Licenses")(Copyrights, Copyrights Goodwill and Copyright Licenses are hereinafter collectively referred to herein as "Copyrights").

3. Security Interest in Trademark, Goodwill, and Licenses. TO THE EXTENT NECESSARY FOR THE USE OR EXPLOITATION OF THE PATENTS as intended by Assignor, to secure the complete and timely satisfaction of all of the Obligations, Assignor hereby grants and conveys to Assignee a lien and security interest in all of the Assignor's right, title and interest in and to all of their now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of which foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks (the "Trademarks Goodwill"); and

(iii) license agreements with any other party relating to intellectual property or proprietary rights of any kind or nature, whether Assignor is licensor or licensee under any such license agreement (the "Trademarks Licenses")(Trademarks, Trademarks Goodwill and Trademarks Licenses are hereinafter collectively referred to herein as "Trademarks").

4. Restrictions on Future Assignments. Assignor agrees that until the Obligations shall have been satisfied in full and the Credit Facility shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any transfer, assignment or sale of the Patents, Copyrights or Trademarks which would limit or restrict the rights of Assignee hereunder and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or

fail to take any action which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

5. Representations and Warranties. Assignor represents and warrants to and agree with Assignee that:

(i) the Patents (to the extent issued), Copyrights, Trademarks and related licenses to third parties are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) to the best knowledge of Assignor, each of the Patents, Copyrights, Trademarks and related licenses are valid and enforceable;

(iii) Assignor is the owner of the Patents, Copyrights, Trademarks and related licenses and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) to the best knowledge of Assignor, this Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound; and

(v) the Patents, Copyrights and Trademarks, if any, as of the date hereof, are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than liens permitted by the Credit Facility.

6. Rights on Default. Notwithstanding anything herein to the contrary, unless and until the occurrence of an Event of Default, as defined in the Security Agreement executed by the parties as of the date hereof with respect to the Credit Facility, Assignee shall not have the right to exercise any rights in or with respect to the Patents. Upon such an Event of Default, Assignee shall have the rights in and to the Patents as permitted under the Uniform Commercial Code and as otherwise permitted under the Security Agreement. As of the date hereof, Assignor has the right to use its Patents, Copyrights and Trademarks without any liability to a third party for royalties or other related charges.

7. Reassignment to Assignor. Upon payment in full of the Obligations and termination of the Credit Facility, Assignee shall execute and deliver to Assignor all assignments and other instruments as may be necessary to terminate this Agreement and the assignment of rights granted hereunder.

8. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by them, any copyright infringement and any trademark or service mark application of the Trademarks made by them pending as of the date hereof or thereafter until the Obligations shall have been paid in full, and (ii) preserve and maintain all of their rights in patent applications and patents of the Patents, Copyrights and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application, Copyright application or Trademark application, or any pending Patent, Copyright or Trademark application without the consent of Assignee which will not be unreasonably withheld.

9. Financing Statements/Documents. Assignor authorizes the Assignee to execute and file, and at the request of Assignee, Assignor will join with Assignee in executing one or more financing statements pursuant to the New York version of the Uniform Commercial Code, as applicable, in form satisfactory to Assignee, and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Assignee. Assignor will execute and deliver to Assignee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent, Copyright and Trademark office, as Assignee may require for the

purpose of confirming Assignee's interest in the Patents, Copyrights, Trademarks and all related licenses. Assignor hereby authorizes the Commissioner of Patents to state that Assignee is an assignee of Assignor's entire interest in the Patents while any Obligations remain outstanding.

10. Assignee's Right to Sue. Upon the occurrence of an Event of Default, Assignee shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in their own name to enforce the Patents and related licenses, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 9. After first giving Assignee a reasonable opportunity to bring suit in its own name to enforce the Patents and related licenses, Assignor may bring such suit in their own name.

11. Waivers. No course of dealing between Assignor and Assignee nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Facility shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

13. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 2 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies/Effect on Credit Facility. All of Assignee's rights and remedies with respect to the Patents, Copyrights and Trademarks, whether established hereby or by the Credit Facility, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Facility but rather is intended to facilitate the exercise of such rights and remedies.

15. Binding Effect/Benefits. This Assignment shall be binding upon the Assignor and their respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

16. Governing Law. The loan under which this security agreement is granted is made under a SBA nationwide program that uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations (i) when the SBA is holder of the note, this document and all other documents evidencing or securing this loan will be construed in accordance with federal law; and (ii) the Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using state or local procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the loan. Any clause in this document requiring arbitration is not enforceable when the SBA is the holder of the note.

17. Counterparts. This Security Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor, by their duly authorized officers, have executed this Assignment as of July 27, 2012

BIOWORKS, INC.

By: [Signature]
William J. Foster, President & CEO

Accepted at Albany, New York
as of **NEW YORK BUSINESS
DEVELOPMENT CORPORATION**

By: [Signature]
James J. Conroy, III, SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF Montgomery)

On the 27th day of July, in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM J. FOSTER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public

STEVEN SOLOMON
Notary Public, State of New York
Reg. #02896012676
Located in Montgomery County
Commission Expires April 12, 2012

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