

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5733880

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
CELTAXSYS, INC.		07/02/2019
RECEIVING PARTY DATA		
Name:	DOMAIN PARTNERS VIII, L.P.	
Street Address:	202 CARNEGIE CENTER, SUITE 104	
City:	PRINCETON	
State/Country:	NEW JERSEY	
Postal Code:	08540	
Name:	MICHAEL W. MASTERS	
Street Address:	P.O. BOX 420735	
City:	ALTANTA	
State/Country:	GEORGIA	
Postal Code:	30342	
Name:	MASTERS CAPITAL MANAGEMENT, LLC	
Street Address:	3060 PEACHTREE ROAD, NW	
Internal Address:	SUITE 1425	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30305	
Name:	MASTERS CAPITAL HEALTH VENTURES, LLC	
Street Address:	3060 PEACHTREE ROAD, NW	
Internal Address:	SUITE 1425	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30305	
Name:	INVUS PUBLIC EQUITIES, L.P.	
Street Address:	750 LEXINGTON AVENUE, 30TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
Name:	LUMIRA CAPITAL II, L.P.	

PATENT

Street Address:	141 ADELAIDE STREET W, SUITE 770
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 3L5
Name:	LUMIRA CAPITAL II (INTERNATIONAL), L.P.
Street Address:	141 ADELAIDE STREET W, SUITE 770
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 3L5
Name:	GRA VENTURE FUND, LLC
Street Address:	191 PEACHTREE STREET, NE
Internal Address:	SUITE 849
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
Name:	GRA VENTURE FUND (T.E.), LLC
Street Address:	191 PEACHTREE STREET, NE
Internal Address:	SUITE 849
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
Name:	JWR, JR. FAMILY TRUST
Street Address:	3330 CUMBERLAND BLVD., SUITE 610
Internal Address:	C/O CHECKS AND BALANCES
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
Name:	JOE W. ROGERS JR.
Street Address:	3330 CUMBERLAND BLVD., SUITE 610
Internal Address:	C/O CHECKS AND BALANCES
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
Name:	WYATT THOMAS JOHNSON
Street Address:	3280 RILMAN ROAD
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30327
Name:	2007 STARR MOORE REVOCABLE TRUST

PATENT

REEL: 050469 FRAME: 0632

Street Address:	3330 CUMBERLAND BLVD., SUITE 610
Internal Address:	C/O CHECKS AND BALANCES
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	7737145
Patent Number:	8715654
Patent Number:	8377914
Patent Number:	9617330
Patent Number:	8569303
Patent Number:	9315509
Patent Number:	9856249
Patent Number:	9777006
Patent Number:	9822106
Patent Number:	9820974
Application Number:	15480884
Application Number:	15704199
Application Number:	15801482
Application Number:	15801494
Patent Number:	10202362
Application Number:	15837728
Patent Number:	10202334
Application Number:	15840097
Application Number:	15891585
Application Number:	62610442
Application Number:	62610456
Application Number:	62678964
Application Number:	62702038
Application Number:	62735423
PCT Number:	US1765622
PCT Number:	US1765571
PCT Number:	US1765593

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

PATENT

REEL: 050469 FRAME: 0633

Phone: 6175701000
Email: SAllirampersad@goodwinlaw.com
Correspondent Name: GOODWIN PROCTER LLP
Address Line 1: 100 NORTHERN AVENUE
Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	134315-249975
NAME OF SUBMITTER:	SHALEENA ALLI-RAMPERSAD/PARALEGAL
SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	09/24/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 21

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SECURITY AGREEMENT

This Security Agreement dated as of July 2, 2019 (the “*Agreement*”) by and among Celtaxsys, Inc., a Delaware corporation (the “*Borrower*”), with its primary place of business at 201 17th Street, Suite 530, Atlanta, GA 30363, and the parties listed on Schedule A hereto, which parties are the Lenders under that certain Note and Warrant Purchase Agreement dated July 2, 2019 (the “*Purchase Agreement*”), and the holders of “*Notes*” issued thereunder (each individually a “*Secured Party*,” and collectively, the “*Secured Parties*”):

The Borrower and the Secured Parties hereby agree as follows:

1. Certain Definitions.

(a) “*Collateral*” shall mean the intellectual property described on Exhibit A hereto.

(b) “*Lien*” means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

(c) “*Major Lenders*” means Domain Partners VIII, L.P., Michael W. Masters, Lumira Capital II and Invus Public Equities, L.P.

(d) “*Permitted Liens*” means: (i) Liens imposed by law, such as carriers’, warehousemen’s, materialmen’s and mechanics’ liens, or Liens arising out of judgments or awards against Borrower with respect to which Borrower at the time shall currently be prosecuting an appeal or proceedings for review, (ii) Liens for taxes not yet subject to penalties for nonpayment and Liens for taxes the payment of which is being contested in good faith and by appropriate proceedings and for which, to the extent required by generally accepted accounting principles then in effect, proper and adequate book reserves relating thereto are established by Borrower, (iii) Liens incurred or deposits made in the ordinary course of Borrower’s business in connection with worker’s compensation, unemployment insurance, social security and other like laws; (iv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (v) Liens to which the Requisite Note Holders, hereinafter defined, have each expressly consented in writing; and (vi) Liens in favor of the Secured Parties under the terms of this Agreement.

2. Security Agreement.

(a) Grant. Borrower, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Secured Parties a first priority security interest in and Lien on all of the Collateral now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest.

(b) Borrower Remains Liable. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by any Secured Party of any of the rights hereunder shall not release the Borrower from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) no Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until indefeasible payment and performance in full of all of the Obligations (as defined below).

3. Obligations Secured. The security interest granted hereby secures payment of all amounts that may be due or payable or otherwise owed pursuant to the Notes and all other obligations of the Borrower to the Secured Parties under this Agreement, the Notes, the Warrants and the Purchase Agreement (collectively, the “*Obligations*”).

4. Borrower's Representations, Warranties And Covenants. Borrower hereby represents, warrants and covenants to the Secured Parties that:

(a) Borrower's principal place of business is the address set forth above and Borrower keeps its records concerning intellectual property at that location. Borrower will promptly notify the Secured Parties in writing of the establishment of any new place of business where any such records are kept. Borrower is a corporation organized under the laws of the State of Delaware. Borrower will notify the Secured Parties prior to changing either its form or jurisdiction of organization.

(b) Borrower is the sole and exclusive owner of the Collateral and has not granted or permitted to arise any third party right therein, provided, however, that this provision shall not apply to the intellectual property licensed under the Exclusive License Agreement, by and between the Borrower and NovaMedica LLC, dated as of May 17, 2015. Borrower will at all times keep in a manner reasonably satisfactory to the Secured Parties accurate and complete records of the Collateral and will keep such Collateral insured to the extent similarly situated companies insure their assets. The Secured Parties shall be entitled, at reasonable times during regular business hours and intervals after reasonable notice to Borrower, to enter Borrower's premises for purposes of inspecting the Collateral and Borrower's books and records relating thereto.

(c) Borrower has not previously granted or created and will not create or permit to be created or suffer to exist any Lien, except Permitted Liens, of any kind on any of the Collateral.

(d) Borrower shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Borrower with respect to the Collateral; provided that the Borrower may contest any such violation, statute, ordinance, law or regulation in a reasonable manner.

(e) Other Financing Statements. Other than any financing statements, security agreements, chattel mortgages, assignments, copyright security agreements or collateral assignments, patent or trademark security agreements or collateral assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting the first priority security interest granted hereunder (collectively, “**Financing Statements**”) or arising after the date hereof in connection with any Permitted Lien, no effective Financing Statement naming the Borrower as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

(f) Notices, Reports and Information. The Borrower will (i) notify the Secured Parties of any material claim made or asserted against the Collateral by any person or entity and of any change in the composition of the Collateral or other event which is reasonably likely to materially adversely affect the value of the Collateral or any Secured Party’s Lien thereon; (ii) furnish to the Secured Parties such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as any Secured Party may reasonably request, all in reasonable detail; and (iii) upon the reasonable request of any Secured Party make such demands and requests for information and reports as the Borrower is entitled to make in respect of the Collateral.

(g) Disposition of Collateral. The Borrower will not surrender or lose possession of (other than to the Secured Parties), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of its business or otherwise to the extent permitted by this Agreement, except upon at least thirty (30) days’ prior written notice to the Secured Parties.

(h) Separate Obligations and Liens. The Borrower acknowledges and agrees that (i) the Obligations represent separate and distinct indebtedness, obligations and liabilities of the Borrower to each of the Secured Parties, which the Borrower is separately obligated to each Secured Party to pay and perform, in each case regardless of whether or not any indebtedness, obligation or liability to any other Secured Party or any other person or entity, or any agreement, instrument or guaranty that evidences any such other indebtedness, liability or obligation, or any provision thereof, shall for any reason be or become void, voidable, unenforceable or discharged, whether by payment, performance, avoidance or otherwise; (ii) the Lien that secures each of the Secured Parties’ respective Obligations (A) is separate and distinct from any and all other Liens on the Collateral, (B) is enforceable (subject to applicable bankruptcy and similar laws) without regard to whether or not any other Lien shall be or become void, voidable or unenforceable or the indebtedness, obligations or liabilities secured by any such other Lien shall be discharged, whether by payment, performance, avoidance or otherwise, and (C) shall not merge with or be impaired by any other Lien (subject to applicable bankruptcy and similar laws).

(i) Non-contravention. Neither the execution and delivery of this Agreement nor the performance of the obligations contemplated hereby will (i) conflict with or result in any violation of or constitute a breach of any of the terms or provisions of, or result in the acceleration of any obligation under, or constitute a default under any provision of any contract or any other obligation to which the Borrower is a party or under which the Borrower is subject or bound, or (ii) violate any judgment, order, injunction, decree or award of any governmental authority against, or affecting or binding upon, the Borrower or upon the assets, property or business of the Borrower, or (iii) constitute a violation by the Borrower of any applicable law of any jurisdiction as such law relates to the Borrower or to the property or business of the Borrower.

5. Financing Statements. Borrower shall at its cost execute any Financing Statement (including without limitation the filing of notices with the Copyright Office and the Patent and Trademark Office), in respect of any security interest created pursuant to this Agreement which may at any time be required or which, in the reasonable opinion of the Secured Parties, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any Financing Statement) is reasonably required to protect and preserve such lien or security interest, Borrower shall at its cost execute the same at the time and in the manner reasonably requested by the Secured Parties. To the fullest extent permitted by applicable law, the Borrower authorizes each Secured Party, and any agent acting on behalf of any Secured Party, to file any such Financing Statements (and any statements of continuation or assignment of any such Financing Statement) without the signature of the Borrower.

6. Borrower's Rights Until Default. So long as an Event of Default does not exist, Borrower shall have the right to possess the Collateral, manage its property and sell, lease, rent, or license its inventory and/or intellectual property in the ordinary course of business.

7. Event of Default. An “**Event of Default**” shall exist under this Agreement upon the happening of any of the following events or conditions, without demand or notice from any Secured Party:

(a) failure of the Borrower to observe or perform any of its agreements, warranties, representations or covenants in this Agreement, which failure is not cured within thirty (30) days after the earlier of (i) receipt of written notice thereof by a Secured Party to the Borrower or (ii) the date on which Borrower knew or, with reasonable diligence should have known, of such failure; or

(b) the occurrence of any Event of Default, as defined in the Purchase Agreement or the Notes.

8. Rights and Remedies on Event of Default.

(a) During the continuance of an Event of Default, Secured Parties, upon the election of at least three (3) of the four (4) Major Lenders, in their sole and absolute discretion (the “**Requisite Note Holders**”), shall have the right, themselves or through any of their agents, with or without notice to Borrower (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process (provided, however,

that it is in compliance with the Uniform Commercial Code (the “UCC”)), to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, Secured Parties, upon the election of the Requisite Note Holders, shall have the right during the continuance of an Event of Default to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Requisite Note Holders, in their sole discretion, may deem advisable, and the Secured Parties shall have the right to purchase at any such sale. Borrower agrees that a notice sent in accordance with Section 11(b) at least ten (10) business days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral in accordance with this Section 8 is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied, first to the reasonable expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to Secured Parties’ reasonable attorneys’ fees and legal expenses, and then to the Obligations and to the payment of any other amounts required by applicable law, after which Secured Parties shall account to Borrower for any surplus proceeds. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Secured Parties are legally entitled, Borrower shall be liable for the deficiency, together with interest thereon at the rate of 8% per annum, and the reasonable fees of any attorneys Secured Parties employ to collect such deficiency; provided, however, that the foregoing shall not be deemed to require Secured Parties to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Secured Parties arising out of the retention or sale or lease of the Collateral or other exercise of Secured Parties’ rights and remedies with respect thereto in accordance with applicable law (except claims, damages and demands relating to the gross negligence of willful misconduct of any of the Secured Parties).

(b) To the extent permitted by applicable law, any sale during the continuance of an Event of Default, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all Borrower’s right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against all persons and entities claiming the Collateral sold or any part thereof under, by or through Borrower, its successors or assigns.

(c) Borrower appoints each Secured Party, and any officer, employee or agent of such Secured Party, with full power of substitution, as Borrower’s true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the Requisite Note Holders’ election, in its own name or in the name of Borrower, during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into Secured Parties’ possession, (ii) to sign and endorse any drafts against Borrower, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify persons and entities obligated with respect to the Collateral to make payments directly to Secured

Parties; and, (vi) generally, to do, at Secured Parties' option and at Borrower's expense, at any time, or from time to time, all acts and things which Secured Parties deem reasonably necessary to protect, preserve and realize upon the Collateral and Secured Parties' security interest therein to effect the intent of this Agreement, all as fully and effectually as Borrower might or could do; and Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable as long as any of the Secured Obligations are outstanding.

(d) All of Secured Parties' rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

9. Secured Parties' Rights; Borrower Waivers.

(a) Secured Parties' acceptance of partial or delinquent payment from Borrower under any Note or hereunder, or Secured Parties' failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Borrower hereunder, or any right of Secured Parties hereunder, and shall not affect in any way the right of the Secured Parties to require full performance at any time thereafter.

(b) Borrower waives during the continuation of an Event of Default, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; (ii) any right to require any Secured Party (A) to proceed against any person or entity, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in such Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against any Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

10. Collateral Agent. At any time or times, in order to comply with any legal requirement in any jurisdiction or in order to effectuate any provision of this Agreement as determined in the discretion of the Requisite Note Holders, the Requisite Note Holders may, without the consent of or notice to the Borrower, appoint any Secured Party, or any bank or trust company or any other person or entity to act as collateral agent (the "***Collateral Agent***"), either jointly with any Secured Party or separately, on behalf of the Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and specified in the instrument of appointment. The Borrower acknowledges that (i) the rights and responsibilities of the Collateral Agent under this Agreement or arising out of this Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the matters as among the Secured Parties and the Collateral Agent to which the Borrower shall not be a third party or other beneficiary; and (ii) as between the Collateral Agent and the Borrower, the Collateral Agent shall be conclusively presumed to be acting as agent for itself and the Secured Parties with full and valid authority so to act or refrain from acting.

11. Actions by Secured Parties. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Purchase Agreement or the Notes, each Secured Party by its execution and delivery of this Agreement hereby: (i) irrevocably authorizes and appoints each other Secured Party, acting with the consent or authorization of the Requisite Note Holders, to take on behalf of all Secured Parties, any and all actions required or permitted to be taken by the Secured Parties under this Agreement and (ii) agrees with each other Secured Party that any and all actions required or permitted to be taken by the Secured Parties or any of them under this Agreement may be taken only upon the written consent or authorization of the Requisite Note Holders and that such Secured Party will not take any action required or permitted to be taken by the Secured Parties under this Agreement, or otherwise take any action to enforce any of the terms of this Agreement, in the absence of such written consent or authorization. The Borrower may rely on any such written consent or authorization given to it and signed by the Requisite Note Holders until such consent or authorization is withdrawn or replaced by another such consent or authorization signed by the Requisite Note Holders.

12. Termination of Security Interest. Upon satisfaction of the Obligations, or conversion of the Notes into shares of the Company's equity securities pursuant to the terms of the Notes, the security interest and Lien granted herein shall terminate and all rights to the Collateral shall revert to the Borrower. Upon any such termination, the Secured Parties shall authenticate and deliver to the Borrower such documents as the Borrower may reasonably request to evidence such termination.

13. Miscellaneous.

(a) Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by at least each of the Major Lenders and by the Borrower; and waiver on one occasion shall not operate as a waiver on any other occasion.

(b) Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified, one day after deposit with a nationally-recognized overnight delivery service or three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to such party at the address set forth below, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 13(b)):

If to the Company:

Celtaxsys, Inc.
Attn: Angela Walsh
201 17th Street, Suite 530
Atlanta, GA 30363
Facsimile: 470-206-0154

With a copy to:

Goodwin Procter LLP
Attn: Danielle Lauzon, Esq.
100 Northern Ave.
Boston, MA 02210
Facsimile: 617-649-1484

If to Purchasers, to the respective addresses set forth on Schedule A hereto.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto, including, without limitation, all future holders of the Note.

(d) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

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

(f) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(g) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(h) Venue. Borrower and Secured Parties agree that all actions or proceedings arising in connection with this Note shall be tried and litigated only in the state and federal courts located in the City of Atlanta, State of Georgia or, at the Requisite Note Holders' option, any court in which the Requisite Note Holders determine it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend any of Secured Parties' rights and remedies hereunder or the Notes or otherwise or to exercise, preserve, protect or defend the Secured Parties' Lien, and the priority thereof, against the Collateral, and which has subject matter jurisdiction over the matter in controversy. Borrower waives any right it may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Borrower. If Borrower fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, it shall be deemed in default and an order of judgment may be entered against it as demanded or prayed for in such

summons, complaint, process or papers. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action hereunder or the Notes to enforce the same, in any appropriate jurisdiction.

(i) Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(j) Definitions. Except as set forth in Section 1 or as otherwise defined herein, capitalized terms shall have the meaning set forth in the Purchase Agreement.

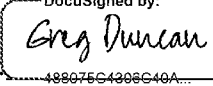
(k) Entire Agreement. This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

BORROWER:

CEL TAXSYS, INC.

By  _____
Name: Greg Duncan
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

DOMAIN PARTNERS VIII, L.P.

By: One Palmer Square Associates, L.L.C., its General Partner

By: 

Name: **Lisa A. Kraeutler**

Title: **Attorney-in-fact**

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

INVUS PUBLIC EQUITIES, L.P.

By: 

Name: Raymond Debbane

Title: President of the General Partner

SIGNATURE PAGE TO CELTAXSYS, INC. SECURITY AGREEMENT

PATENT
REEL: 050469 FRAME: 0646

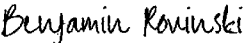
IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

LUMIRA CAPITAL II, LP

By: Lumira Capital GP, L.P.
Its: General Partner

By: Lumira GP Holdings Co.
Its: General Partner

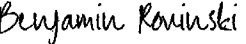
DocuSigned by:

By: Benjamin Rovinski
Name: Benjamin Rovinski
Title: Senior Vice-President
DocuSigned by:

By: Vasco Larcina
Name: Vasco Larcina
Title: VP Finance

LUMIRA CAPITAL II (INTERNATIONAL), L.P.

By: Lumira Capital GP, L.P.
Its: General Partner

By: Lumira GP Holdings Co.
Its: General Partner

DocuSigned by:

By: Benjamin Rovinski
Name: Benjamin Rovinski
Title: Senior Vice-President
DocuSigned by:

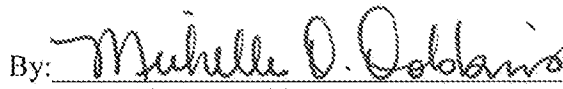
By: Vasco Larcina
Name: Vasco Larcina
Title: VP Finance

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

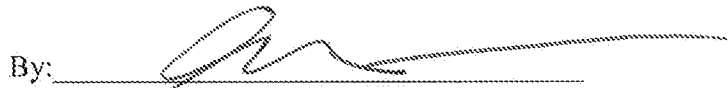
SECURED PARTIES:


Michael W. Masters

MASTERS CAPITAL HEALTH VENTURES, LLC

By: 
Michelle Dobbins, Member and Secretary

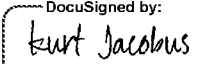
MASTERS CAPITAL MANAGEMENT, LLC

By: 
Michael W. Masters, its Managing Member

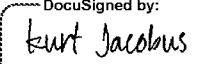
IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

GRA VENTURE FUND, LLC

DocuSigned by:

By: _____
Name: Kurt Jacobus
Title: Managing Director

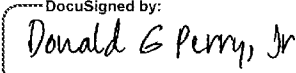
GRA VENTURE FUND (T.E.), LLC

DocuSigned by:

By: _____
Name: Kurt Jacobus
Title: Managing Director

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

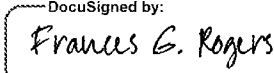
JWR, JR. FAMILY TRUST

By: 
Name: Donald G. Perry, Jr.
Title: Trustee

JOE W. ROGERS, JR.

Joe W. Rogers, Jr.

2007 STARR MOORE REVOCABLE TRUST

By: 
Name: Frances G. Rogers
Title: Trustee

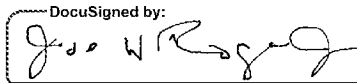
IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

JWR, JR. FAMILY TRUST

By: _____
Name:
Title:

JOE W. ROGERS, JR.

DocuSigned by:

68A6267A93F74C5...
Joe W. Rogers, Jr.

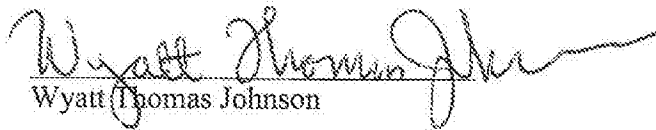
2007 STARR MOORE REVOCABLE TRUST

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTIES:

WYATT THOMAS JOHNSON


Wyatt Thomas Johnson

SCHEDULE A

Names of Secured Parties

Domain Partners VIII, L.P. 202 Carnegie Center, Suite 104 Princeton, NJ 08540 Attn: Lisa Kraeutler kraeutler@domainvc.com
Michael W. Masters P.O. Box 420735 Atlanta, GA 30342
Masters Capital Management, LLC 3060 Peachtree Road, NW Suite 1425 Atlanta, GA 30305 Attn: Michelle D. Dobbins
Masters Capital Health Ventures, LLC 3060 Peachtree Road, NW Suite 1425 Atlanta, GA 30305 Attn: Michelle D. Dobbins
Invus Public Equities, L.P. 750 Lexington Avenue, 30 th Floor New York, NY 10022
Lumira Capital II, L.P. 141 Adelaide Street W, Suite 770 Toronto, Ontario M5H 3L5 Canada Attn: Vasco Larcina
Lumira Capital II (International), L.P. 141 Adelaide Street W, Suite 770 Toronto, Ontario M5H 3L5 Attn: Vasco Larcina
GRA Venture Fund, LLC 191 Peachtree Street, NE Suite 849 Atlanta, GA 30303 Attn: Ashley Cornelison

GRA Venture Fund (T.E.), LLC
191 Peachtree Street, NE
Suite 849
Atlanta, GA 30303
Attn: Ashley Cornelison

JWR, Jr. Family Trust
c/o Checks and Balances
3330 Cumberland Blvd., Suite 610
Atlanta, GA 30339
Attn: Fran Rogers

Joe W. Rogers, Jr.
c/o Checks and Balances
3330 Cumberland Blvd., Suite 610
Atlanta, GA 30339
Attn: Fran Rogers

Wyatt Thomas Johnson
3280 Rilman Road
Atlanta, GA 30327

2007 Starr Moore Revocable Trust
c/o Checks and Balances
3330 Cumberland Blvd., Suite 610
Atlanta, GA 30339
Attn: Fran Rogers

EXHIBIT A

DESCRIPTION OF COLLATERAL

All of Borrower's intellectual property and all right, title and interest in and to all of the intellectual property of Borrower whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, and all rights to renew or extend such copyrights and the right (but not the obligation) of any Secured Party to sue in its own name and/or the name of the Borrower for past, present and future infringements of copyright;

(ii) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(iii) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Borrower is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "***Patents***"); and

(iv) All proceeds from any of the intellectual property of Borrower (including, but not limited to, any amounts and other tangible or intangible property received upon the sale, lease, exchange, license, collection, or other disposition of any items constituting Collateral; proceeds of insurance covering any item constituting Collateral; and proceeds from any of the foregoing), provided, however, the Company may use any proceeds from such agreements for internal business purposes.

Notwithstanding the foregoing, no security interest is granted in any contract rights, licenses or intellectual property if such grant would cause a default enforceable under applicable law or if a third party has the right enforceable under applicable law to terminate Borrower's rights under or with respect to any such contract, license or intellectual property and such third party has exercised such right of termination.