

08-31-1998

VER SHEET  
LY

Patent and Trademark Office  
Docket No. 32548000011



100810542

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying parties:  
Intracel Corporation  
2005 N.W. Sammamish Road  
Issaquah, Washington 98027

Individual(s)       Association  
 General Partnership     Limited Partnership  
 Corporation-Delaware

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving parties:

Name: Northstar High Yield Fund  
Street Address: 300 First Stamford Place  
City: Stamford, State: CT ZIP: 06902

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_  
 Other: Mutual Fund

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance: **MRD 8-26-98**

Assignment                                       Merger  
 Security Agreement                               Change of Name  
 Other:

Execution Date: August 25, 1998

4. Application number(s) or registration number(s):

A. Trademark Application Nos.                                      B. Registration Nos.

**75/170,170**    **1,881,125, 1,899,639, 1,930,690, 2,049,370**

Additional numbers attached? \* Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Isabel J. Wacker, Esq.  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104-0012

6. Total number of applications and trademark registrations involved: 5

7. Total fee (37 C.F.R. § 3.41): \$140.00

Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket 32548000011

8. Deposit account number: **03-1952**

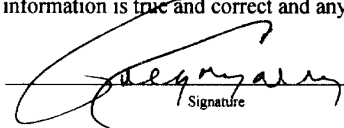
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to **Deposit Account No. 03-1952**.

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Gregory R. Carney  
Registration No: 180573 (CA)

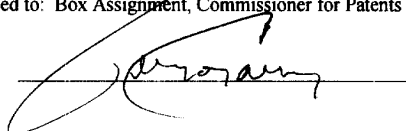
                                      8/25/98                                      **40.00 DP**  
Signature    Date    **100.00 DP**

Total number of pages comprising cover sheet, attachments and document: **37**

**CERTIFICATE OF MAILING BY "EXPRESS MAIL"**

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 as Express Mail Label No. **0312514450** and is addressed to: Box Assignment, Commissioner for Patents and Trademarks, Washington, D.C. 20231.

8/25/98  
Date



**03-1952**  
**08/26/1998**  
**TT0811**  
**01 FC:401**  
**02 FC:402**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Patent and Trademark Office  
Docket No. 32548000011

1. Conveying Parties (continued):

Bartels, Inc.  
2005 N.W. Sammamish Road  
Issaquah, Washington 98027  
A Delaware Corporation

Perimmune Holdings, Inc.  
1330 Piccard Drive  
Rockville, MD 20850  
A Delaware Corporation

Perimmune, Inc.  
1330 Piccard Drive  
Rockville, MD 20850  
A Delaware corporation

2. Name and address of receiving parties (continued):

Northstar High Total Return Fund  
300 First Stamford Place  
Stamford, CT 06902  
A Mutual Fund

Northstar High Total Return Fund II  
300 First Stamford Place  
Stamford, CT 06902  
A Mutual Fund

Northstar Strategic Income Fund  
300 First Stamford Place  
Stamford, CT 06902  
A Mutual Fund

Docket Number: 32548000011

Documents in this Package:

1. Recordation of Trademarks
2. Intellectual Property Security Agreement

have been received by the United States Patent and Trademark Office on August 26, 1998.

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Signature (or stamp) indicates the above is correct

Please sign and return in the enclosed self addressed stamped envelope.

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Among

Intracel Corporation,  
Bartels, Inc.,  
PerImmune Holdings, Inc. and  
PerImmune, Inc.

and

the holders of the 12%  
Guaranteed Senior Secured Primary Notes  
due August 1, 2003 of  
Intracel Corporation

and

the holders of the 12%  
Guaranteed Senior Escrow Notes  
due August 1, 2003 of  
Intracel Corporation

Dated August 25, 1998

PENY4-734790.1

TRADEMARK  
REEL: 1773 FRAME: 0713

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated August 25, 1998, among Intracel Corporation, a Delaware corporation (together with its successors and assigns, the "Company"), the Company's wholly-owned subsidiaries, Bartels, Inc. ("Bartels"), PerImmune Holdings, Inc. ("Holdings") and PerImmune, Inc. ("PerImmune" and, together with Bartels and Holdings, the "Subsidiaries") and the holders of the 12% Guaranteed Senior Secured Promissory Notes of the Company (the "Guaranteed Senior Secured Primary Notes") and the holders of the 12% Guaranteed Senior Secured Escrow Promissory Notes ("Guaranteed Senior Secured Escrow Notes") of the Company (collectively, the "Notes") issued pursuant to that certain Securities Purchase Agreement, dated as of the date hereof, by and among the Company and the other parties thereto (the "Purchase Agreement"). As used herein, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

### W I T N E S S E T H :

WHEREAS, the Company is to issue 12% Guaranteed Senior Secured Primary Promissory Notes in the aggregate original principal amount of \$35,000,000 and 12% Guaranteed Senior Secured Escrow Promissory Notes in the aggregate original principal amount of \$6,000,000;

WHEREAS, in order to secure the performance of the obligations of the Company under the Purchase Agreement, the Notes and the Ancillary Agreements (the "Obligations") and the guaranties relating to the Obligations executed on the date hereof by each of the Subsidiaries, the parties hereto entered into a Security Agreement as of the date hereof ("Security Agreement") regarding the terms and conditions of the Company's and Subsidiaries' (together the "Company Parties") grant of a security interest in the certain Collateral (as defined therein), including the Intellectual Property Collateral (as defined below) to the Holders;

WHEREAS, pursuant to and in connection with the Security Agreement, and also in order to secure the performance of the Obligations and the guaranties relating to the Obligations, the parties hereto are entering into this Intellectual Property Security Agreement to confirm and supplement the terms and conditions of the Company Parties' grant of security interest, as set forth in the Security Agreement, in the Intellectual Property Collateral (as defined below) to the Holders;

WHEREAS, unless otherwise defined in this Agreement or in the Credit Agreement, terms defined in Article 8 or 9 of the Uniform Commercial Code in effect in the State of New York ("N.Y. Uniform Commercial Code") are used in this Agreement as such terms are defined in such Article 8 or 9.

not, without the Holders' prior written consent, which consent will not be unreasonably withheld, create, incur or assume any pledge, sale, license or assignment of any of the Intellectual Property Collateral, or grant, convey or hypothecate any interest in the Intellectual Property Collateral, or take any action the effect of which is to have created any Lien, encumbrance, claim, charge, preference, priority or other restriction on the Intellectual Property Collateral.

SECTION 2. Security Agreement. The security interest granted hereby has been granted in conjunction with the security interest granted to the Holders under the Security Agreement, which this Intellectual Property Security Agreement supplements. Except as supplemented hereby, the Security Agreement shall remain in full force and effect in accordance with its terms.

SECTION 3. Confirmation of Security Interest. The Company Parties hereby confirm that pursuant to the Security Agreement, for good and valuable consideration, the Company Parties have granted to the Holders a continuing security interest in and to the Company Parties' entire right, title and interest in all of the Collateral, including the Intellectual Property Collateral, that the Company Parties' right, title and interest in the Collateral is subject to such interest of the Holders and that such security interest therein shall continue unimpaired by the security interest of the Collateral granted hereby which serves as evidence of the continuing nature of such interest in favor of the Holders.

SECTION 4. Representations and Warranties. Each Company Party represents and warrants as to itself and its Intellectual Property Collateral as follows:

(a) Such Company Party is the legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property Collateral of such Company Party free and clear of any Lien, claim, option or right of others, except for the liens and security interests created by this Agreement and the lien created in favor of the Collateral Agent. No effective financing statement or other instrument similar in effect covering all or any part of such Intellectual Property Collateral or listing such Company Party or any trade name of such Company Party as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Holders relating to the Loan Documents and such as have been filed in favor of the Collateral Agent.

(b) Set forth in Schedule I is a complete and accurate list of all patents and all patent applications owned by the Company Parties. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by the Company Parties. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by the Company Parties. Set forth in Schedule IV is a complete and accurate list of all Licenses owned by the Company Parties in which a Company

Party is (i) a licensor with respect to any of the Patents, Trademarks or Copyrights, or (ii) a licensee of any other person's patents, trade names, trademarks, service marks or copyrights. Except as set forth in Schedule II, all necessary filings and recordations have been made to protect and maintain the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations, copyright applications and Licenses set forth in Schedules I, II, III and IV.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application of such Company Party set forth in Schedules I, II and III is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part. Each License of such Company Party identified in Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. Such Company Party is not aware of any uses of any item of Intellectual Property Collateral which could be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) Such Company Party has not made a previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral other than the Intellectual Property Security Agreement dated August 13, 1996 with respect to the Akzo Security Interest Collateral. Such Company Party has not granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Intellectual Property Collateral.

(e) Such Company Party has used proper statutory notice in connection with its use of each patent, each registered trademark and service mark and each copyright contained in Schedules I, II and III.

(f) This Agreement creates in favor of the Holders a valid first priority security interest in the Intellectual Property Collateral of the Company Parties, except with respect to the Akzo Security Interest Collateral and, with respect thereto, a second priority continuing security interest until such time as payment in full of the Debt underlying the Akzo Security Interest Collateral has been made and, at such time, a first priority security interest in the Akzo Security Interest Collateral, securing the payment of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

(g) With the exception of the consent of the Collateral Agent, no consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is

required (i) for the assignment and grant by such Company Party of the security interest assigned and granted hereby or for the execution, delivery or performance of this Agreement by such Company Party, (ii) for the perfection or maintenance of the security interest created hereunder (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements have been duly filed, and the filing and recordal of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or (iii) for the exercise by the Holders of their rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) Except for the Licenses set forth in Schedule IV, the Company Parties are not aware of any claims that are likely to be made by any third party relating to any item of Intellectual Property Collateral.

(i) Except as set forth in Schedule 3.13 of the Securities Purchase Agreement, no claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by such Company Party of any Intellectual Property Collateral does or may violate the rights of any Person. The Company Parties are not aware of any infringement of any item of Intellectual Property Collateral.

(j) Such Company Party has taken all necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Trademarks and has taken all reasonably necessary steps to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

SECTION 5. Further Assurances. (a) Each Company Party agrees that from time to time, at the expense of such Company Party, such Company Party will promptly execute and deliver, and use its best efforts to cause to be executed and delivered, all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Holders may request, in order to perfect and protect any security interest assigned and granted or purported to be assigned and granted hereby or to enable the Holders to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Company Party will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Holders may request, in order to perfect and preserve the security interest assigned and granted or purported to be assigned and granted hereunder.

(b) Each Company Party hereby authorizes the Holders to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of



the Intellectual Property Collateral without the signature of such Company Party where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Company Party will furnish to the Holders from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Holders may reasonably request, all in reasonable detail.

(d) Each Company Party agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship, copyright registration, copyright application or license, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship, copyright registration, copyright application or license shall automatically become part of the Intellectual Property Collateral, and (iii) with respect to any ownership interest in any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license that such Company Party should obtain, it shall give prompt written notice thereof to the Holders in accordance with the provisions of the Security Agreement. Each Company Party authorizes the Holders to modify this Agreement by amending Schedules I, II, III and IV (and will cooperate with the Holders in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or license which becomes part of the Intellectual Property Collateral under this Section.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application and License, such Company Party agrees to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office, the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, copyright registration and License of such Company Party, and (ii) pursue each such patent application, trademark or service mark application, and copyright application now or hereafter included in the Intellectual Property Collateral of such Company Party, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office and the United States Copyright Office, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and

substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Company Party agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Company Party. No Company Party shall, without the written consent of the Holders, which consent will not be unreasonably withheld, discontinue use of or otherwise abandon any patent or patentable invention, trademark or service mark, or copyright identified in Schedules I, II and III, or abandon any right to file an application for letters patent, trademark or service mark registration, or copyright registration, or abandon any pending application for a letters patent, trademark or service mark registration, or copyright registration identified in Schedules I, II and III.

(f) Each Company Party agrees to notify the Holders promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral may be determined to have become abandoned or dedicated or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral.

(g) In the event that any Company Party becomes aware that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Company Party shall promptly notify the Holders and shall take such actions as such Company Party or the Holders deems reasonable and appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by such Company Party.

(h) Each Company Party shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedules I, II and III.

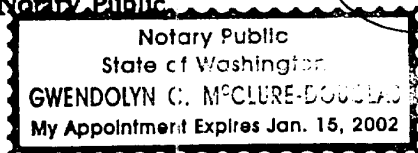
(i) Each Company Party shall take all steps which it or the Holders deem reasonable and appropriate under the circumstances to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks use such consistent standards of quality.

STATE OF WA )  
 ) ss.:  
COUNTY OF King )

On the 20th day of August, 1998, before me personally came Simon McKenzie to me known, who, being by me duly sworn, did depose and say he resides at 1411 1st St. North, Seattle, WA and that he is the Pres/CEO of INTRACEL CORPORATION, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

*Gwendolyn C. McClure-Douglas*  
Notary Public

[Notarial Seal]

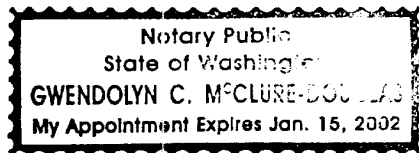


STATE OF WA )  
 ) ss.:  
COUNTY OF King )

On the 20th day of August, 1998, before me personally came Simon McKenzie to me known, who, being by me duly sworn, did depose and say he resides at 1411 1st St. North, Seattle, WA and that he is the Pres/CEO of BARTELS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

*Gwendolyn C. McClure-Douglas*  
Notary Public

[Notarial Seal]

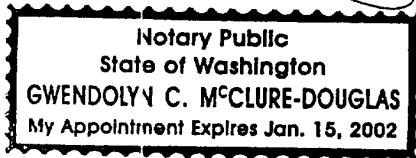


STATE OF WA )  
 ) ss.:  
COUNTY OF King )

On the 20th day of August, 1998, before me personally came Simon McKenzie to me known, who, being by me duly sworn, did depose and say he resides at 1411 1st St. North, Seattle, WA and that he is the Pres/CEO of PERIMMUNE HOLDINGS, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

*Gwendolyn C. McClure-Douglas*  
Notary Public

[Notarial Seal]

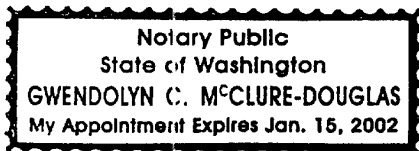


STATE OF WA )  
 ) ss.:  
COUNTY OF King )

On the 20th day of August, 1998, before me personally came Simon McKenzie to me known, who, being by me duly sworn, did depose and say he resides at 1411 1st St. North, Seattle, WA and that he is the Pres/CEO of PERIMMUNE, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

*Gwendolyn C. McClure-Douglas*  
Notary Public

[Notarial Seal]



TRADEMARK

REEL: 1773 FRAME: 0721

NORTHSTAR HIGH YIELD FUND

By: Michael A. Graves  
Name: Michael A. Graves  
Title: Vice President

NORTHSTAR HIGH TOTAL RETURN FUND

By: Michael A. Graves  
Name: Michael A. Graves  
Title: Vice President

NORTHSTAR HIGH TOTAL RETURN FUND II

By: Michael A. Graves  
Name: Michael A. Graves  
Title: Vice President

NORTHSTAR STRATEGIC INCOME FUND

By: Michael A. Graves  
Name: Michael A. Graves  
Title: Vice President

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

On the 25<sup>th</sup> day of August, 1998, before me personally came Michael Graves to me known, who, being by me duly sworn, did depose and say he resides at Fairfield County, CT and that he is the Vice President of NORTHSTAR HIGH YIELD FUND, the institution described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said institution; and that he signed said instrument on behalf of said institution pursuant to said authority.

Mary Frances Etnis  
Notary Public

MARY FRANCES ETNIS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 26, 2003

[Notarial Seal]

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

On the 25<sup>th</sup> day of August, 1998, before me personally came Michael Graves to me known, who, being by me duly sworn, did depose and say he resides at Fairfield County, CT and that he is the Vice President of NORTHSTAR HIGH TOTAL RETURN FUND, the institution described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said institution; and that he signed said instrument on behalf of said institution pursuant to said authority.

Mary Frances Etnis  
Notary Public

MARY FRANCES ETNIS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 26, 2003

[Notarial Seal]

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

On the 25<sup>th</sup> day of August, 1998, before me personally came Michael Graves to me known, who, being by me duly sworn, did depose and say he resides at Fairfield County, CT and that he is the Vice President of NORTHSTAR HIGH TOTAL REFUND FUND II, the institution described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said institution; and that he signed said instrument on behalf of said institution pursuant to said authority.

Mary Frances Eganis  
Notary Public

MARY FRANCES EGANIS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 22, 2003

[Notarial Seal]

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

On the 25<sup>th</sup> day of August, 1998, before me personally came Michael Graves to me known, who, being by me duly sworn, did depose and say he resides at Fairfield County, CT and that he is the Vice President of NORTHSTAR STRATEGIC INCOME FUND, the institution described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said institution; and that he signed said instrument on behalf of said institution pursuant to said authority.

Mary Frances Eganis  
Notary Public

MARY FRANCES EGANIS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 22, 2003

[Notarial Seal]

SCHEDULE I  
to  
Intellectual Property Security Agreement

Patents and Patent Applications

PENY4-734790.1

TRADEMARK  
REEL: 1773 FRAME: 0725



SCHEDULE I

Title	Country	Patent #	Allowed App #	Filed App #
<b>Monoclonal Antibodies</b>				
Tumor specific monoclonal antibodies	US	4,828,991		
Tumor associated monoclonal antibodies derived from human B-cell line	US	4,997,762 5,180,814		
	AT	E71410		
	AU	589,351 635,511		
	BE	0151030		
	CA			473130
	CH	0151030		
	DE	P3585093		
	DK			408/85
	EP	0151030		
	ES	539,987		
	FR	0151030		
	GB	0151030		
	GR	850,179		
	HU	209,519		
	IE	58,859		
	IL	74,156 91,045		
	IT	0151030		
	JP	2021518		269230/93
	LU	0151030		
	NL	0151030		
NZ	210,867			
PT	79,894			
SE	0151030			
ZA	3,500,689			

TRADEMARK

REEL: 1773 FRAME: 0726

Title	Country	Patent #	Allowed App #	Filed App #
Tumor specific monoclonal antibodies	US	5,106,738		
Tumor associated monoclonal antibody 81AV78	US	5,348,880		
	AU	656785		
	CA			2108767
	EP			92913154.8
	FI			935038
	JP			500176/93
	KR			93/70:412
	WO			US92/04023
Tumor associated monoclonal antibodies	US	5,474,755		
Monoclonal Antibody 88BV59	US			08/341469
	AU	651,261		
	CA			2083542
	EP			92203827.8
	FI			925638
	HU			9203932
	ID			P-005142
	IL			103758
	JP			331961/92
	KR			92/23925
	NO			924803
	NZ	245443		
	TW			81109353
	ZA	52/8880		
Monoclonal antibody 88BV59, subclones and method of making	US			08/192089
	AU			17425/95
	CA			2158572
	EP			95909472.3
	FI			954700
	JP			520778/95

Title	Country	Patent #	Allowed App #	Filed App #
Tumor associated monoclonal antibody 123AV16	KR			95/704282
	WO			US95/01440
	US	5,495,002		
	ID			P-950285
	WO			EP95/00581
In-vitro method for producing antigen specific human monoclonal antibodies	ZA	95/1113		
	US	5,229,275		
	AT	E123,311		
	AU	647,112		
	BE	0,454,225		
	CA			2,041,213
	CH	0,454,225		
	DE	69,110,084.5 555		
	DK	0,454,225		
	EP	0,454,225		
	ES	0,454,225		
	FI			912,016
	FR	0,454,225		
	GB	0,454,225		
	GR	3,017,162		
	IE	66,523		
	IT	0,454,225		
	JP			191343/91
	KR			91/6661
	NL	0,454,225		
SE	0,454,225			
ZA	91/2598			
US	5,549,882			

Imaging infectious foci with human IgM 16.88

Patent

Title	Country	Patent #	Allowed App #	Filed App #
<b>Chelators</b>				
Method for purifying chelator conjugated compounds	US	5,244,816		
	AU	656,717		
	CA			2,069,303
	DK			0488/92
	EP			90915696.0
	FI			921,579
	IE			3585/90
	JP			514572/90
	KR			92/700833
	NZ			235,618
	PT			95574
	WO			US90/05772
	ZA			90/8095
	Chelating agents for attaching metal ions to proteins	US	5,292,868 5,488,126 5,583,219 E128035	
AT				
AU		638,757		
BE		0429644		
CA				2,033,086
CH		0429644		
DE		69022542.3		
DK		0429644		
EP		0429644		95200465.3
ES		0429644		
FI				910,329
FR		0429644		
GB		0429644		
IE				1S67/90

Title	Country	Patent #	Allowed App #	Filed App #
	IT	0429644		
	JP			513354/90
	KR			91/700100
	NL	0429644		
	SE	0429644		
	WO			US90/02910
	ZA	90/4047		
Technetium-99M labelling of proteins	US	5,317,091		
	AU	658,403		
	CA			2104943
	EP			92907824.4
	FI			933760
	JP			507406/92
	KR			93/702561
	WO			US92/01577
Chelator IDAC-2 and methods for purifying chelator conjugated compounds	US			08/278721 08/442856
	WO			US95/09285
New Polyaminocarboxylate chelators	US			95/00068
	WO			US95/00068
Pre-Targeting				
Site specific in vivo activation of therapeutic drugs	US	5,433,955		07/300999 08/382469
	AT	E123414		
	AU	648,015		
	BE	0454783		
	CA			2025899
	CH	0454783		
	DE	69019959.7		
	DK	0454783		

Title	Country	Patent #	Allowed App #	Filed App #
	EP	0454783		
	ES	0454783		
	FI			913,511
	FR	0454783		
	GB	0454783		
	IT	0454783		
	JP			503116/90
	KR			90/702129
	LU	0454783		
	NL	0454783		
	NO			912,864
	SE	0454783		
	WO			90/00503
In Vivo Binding Pair Pretargeting	US	5,578,289		08/452938 08/461267
	AU	663,582		
	CA			2,107,558
	EP			93906276.6
	FI			934,857
	ID			P-005991
	JP			515830/93
	KR			93/703311
	WO			US93/01858
	ZA	93/0035		
High yield preparation of dimeric to decameric chitin oligomers	US			US/397464
	IL			117052
	WO			US96/02705

Title	Country	Patent #	Allowed App #	Filed App #
Polymer affinity systems in the delivery of cytotoxic materials and other compounds to the site of disease Immunotherapy	US	5,686,071		
Active specific immunotherapy	US	5,484,596		08/540298
CTAA 28A32, the antigen recognized by MCA 28A32	US	5,521,285		
	AT	0537168		
	AU	660,927		
	BE	0537168		
	CA			2079601
	CH	0537168		
	DE	0537168		
	DK	0537168		
	EP	0537168		
	ES	0537168		
	FI			924576
	FR	0537168		
	GB	0537168		
	GR	0537168		
	IT	0537168		
	JP			508604/91
	KR			92702530
	LU	0537168		
	NL	0537168		

TRADEMARK

Title	Country	Patent #	Allowed App #	Filed App #
Antigen recognized by MCA 16.88	SE	0537168		
	WO			US91/02459
	US	5,338,832		
	AT	E137674		
	AU	618,209		
	BE	0328578		
	CA			571,017
	CH	0328578		
	DE	P3855290.9		
	DK			1025/89
	EP	0328578		
	FR	0328578		
	GB	0328578		
	HU			4187/88
	IE			2034/88
	IL	86,958		
	IT	0328578		
	JP			505583/89
	LU	0328578		
	NL	0328578		
NZ	225,280			
SE	0328578			
WO	US88/02245			
ZA	88/4777			
Keyhole limpet hemocyanin composition with enhanced immunogenic activity	US	5,407,912		08/343808
	US		09/009,121	
	AU			60519/94
	CA			2121296
	EP			94210997.8

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REEL: 1773 FRAME: 0733



Title	Country	Patent #	Allowed App #	Filed App #
	FI			941725
	ID			P-940578
	JP			104838/94
	KR			94/8063
	ZA	94/2510		
Tumor associated epitope	US			08/478591
CTAA 81AV78, the antigen recognized by human monoclonal antibody 81AV78	US	5,595,738		
	AU			20085/92
	CA			2102422
	EP			92912470.9
	FI			934,963
	JP			500223/93
	KR			93/703413
	WO			US92/04108
Others				
Leukoregulin, an antitumor lymphokine and its therapeutic uses	US	4,849,506 5,082,657		
	AT	E48617		
	AU	592,529 641,386		
	BE	0179127		
	CA			478,557
	CH	0179127		
	DE	P3574710.2		
	DK	170,781 170,423		
	EP	0179127		
	FI	85,867		
	FR	0179127		
	GB	0179127		

Title	Country	Patent #	Allowed App #	Filed App #
	IT	0179127		
	JP			501862/85 300409/93
	LU	0179127		
	NL	0179127		
	NO	170,423		
	SE	0179127		
	WO			US85/00626
Urethral catheter and catheterization process	US	5,120,316		
Immunoreactive peptides of apo(a)	US			08/266407
		5,597,908		08/457449 08/172461 08/892544 81.606/94
	AU			
	CA			2138605
	EP			94203653.4
	FI			945976
	ID			P-942209
	JP			318892/94
	KR			94/35809
	ZA	94/10145		
An alignment system to overlay abdominal computer aided tomography and magnetic resonance anatomy with single photon emission tomography	US	5,299,253		

Title	Country	Application No.	Patent No.
Methods, Reagents and Test Kits for Determinations of Subpopulations of Biological Entities	US		5256532
Methods for Detection and Quantification of Cell Subsets within Subpopulations of a Mixed Cell Population	US		5385822
Methods, Reagents and Test Kits for Determinations of Subpopulations of Biological Entities	CA	2051373	
Methods, Reagents and Test Kits for Determinations of Subpopulations of Biological Entities	EP	909088684	
Methods for Detection and Quantification of Cell Subsets within Subpopulations of a Mixed Cell Population	CA	2095237	
Methods for Detection and Quantification of Cell Subsets within Subpopulations of a Mixed Cell Population	EP	929003564	
Methods for Detection and Quantification of Cell Subsets within Subpopulations of a Mixed Cell Population	JP	0501274	
Immunoassay for Determination of Cells	US		5374531
Immunoassay for Determination of Cells	US	08/569100	
Immunoassay for Determination of Cells	AU	63678/94	
Immunoassay for Determination of Cells	CA	2158839	
Immunoassay for Determination of Cells	EP	949109797	
Immunoassay for Determination of Cells	JP	06521300	
Immunoassay for Determination of Cells	IL	109008	
Intracellular Immunization	US	08/099870	
Detection Reagent, Article and Immunoassay Method	US	08/177,732	
Detection Reagent, Article and Immunoassay Method	BR	PI95064455 9	

Title	Country	Application No.	Patent No.
Detection Reagent, Article and Immunoassay Method	CA	2180428	
Detection Reagent, Article and Immunoassay Method	CN	951914774	
Detection Reagent, Article and Immunoassay Method	EP	959061565	
Radial Flow Assay, Delivering Member, Test Kit and Methods	US	08/177733	
Radial Flow Assay, Delivering Member, Test Kit and Methods	BR	PI95064540	
Radial Flow Assay, Delivering Member, Test Kit and Methods	CA	2180429	
Radial Flow Assay, Delivering Member, Test Kit and Methods	CN	95191473	
Radial Flow Assay, Delivering Member, Test Kit and Methods	EP	<del>95907588</del> 959067588	
Neutralizing Antibodies to Respiratory Syncytial Virus	US	09/043522	
Neutralizing Antibodies to Respiratory Syncytial Virus	US	09/043530	
Neutralizing Antibodies to Respiratory Syncytial Virus	CA	2230127	
Neutralizing Antibodies to Respiratory Syncytial Virus	EP	969316330	
Neutralizing Antibodies to Respiratory Syncytial Virus	CA	2230116	
Neutralizing Antibodies to Respiratory Syncytial Virus	EP	969338102	

SCHEDULE II  
to  
Intellectual Property Security Agreement

Trademark Registrations and Applications

PENY4-734790.1

TRADEMARK  
REEL: 1773 FRAME: 0738

## Schedule II

AccuD<sub>x</sub>  
HumaSPECT™ \* -- Ser. No. 75/170,170, Filed 9/23/96  
OncoSPECT™ \*\*  
Oncovax™ \*\*\* -- Ser. No. 75/084,485, Filed 4/5/96  
Onconostika™ \*  
Oncoscan™ \*  
Oncoselect™ \*  
Oncotice™ \*  
Oncostat™ \*  
Apo-Tek Lp(a) \*\*\*  
Apo-Tek Apo E \*\*\*  
KLH Immune Activator \*\*\*  
Zymune\*\*\*

\* In October 1997, PerImmune, Inc. changed the trademark name of  
"OncoSPECT™/CR" to "HumaSPECT™"

\*\* Registration has been applied for.

\*\*\* Final name and registration to be completed.

\* Assignment to be completed.

Item A. Trademarks

INTRACEL

Country	Registration No.	Date Filed	Status
Australia	608813	08/09/93	Pending
Benelux	537216	08/11/93	Registered
	817640487	12/01/93	Pending; reg'n fee paid 6/19/95
Brazil			
Canada	734,661	08/09/93	Pending; response to OA due 12/7/95
China	93073885	08/26/93	Pending; published in OG 11/21/94
France	93479055	08/03/93	Registered
Germany	Z 11488/10 Wz	08/11/93	Pending; published in OG 10/31/93
Greece	116498/93	09/29/93	Pending
Israel	88567	08/12/93	Pending
Italy	RM93C/002727	08/18/93	Pending
Japan	82,893/1993	08/10/93	Pending
Mexico	175,387	08/13/93	Registered 4/28/94; Reg. No. 458,743
South Korea	93-28412	08/11/93	Registered 11/2/94; Reg. No. 301304
Spain	1,779,240	09/09/93	Pending
Switzerland	2857/1994.7	04/27/94	Pending
Taiwan	82039743	08/13/93	Registered 8/16/94; Reg. No. 649265
Thailand	253401	10/08/93	Pending; published in OG 4/21/95
United Kingdom	1,544,180	08/09/93	Registered 12/16/94; Reg. No. 1,544,180
United States			
Item B.	<u>Trademark Licenses</u>		

None.

Item A. Trademarks

1. BIOVITRO

<u>Country</u>	<u>Registration No.</u>	<u>Date Filed</u>	<u>Status</u>
United States	1,930,690		

2. FLEX-TRANS

<u>Country</u>	<u>Registration No.</u>	<u>Date Filed</u>	<u>Status</u>
United States	App 74/429821 2,641,370		Pending

Item B. Trademark License:

None.



SCHEDULE III  
to  
Intellectual Property Security Agreement  
Copyright Registrations and Applications

PENY4-734790.1

TRADEMARK  
REEL: 1773 FRAME: 0742

**Schedule III**

None

pa-297494

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SCHEDULE IV  
to  
Intellectual Property Security Agreement

Licenses

PENY4-734790.1

TRADEMARK  
REEL: 1773 FRAME: 0744

#### Schedule IV

1. Research Collaboration and Distribution Agreement, dated December 22, 1997, by and between PerImmune, Inc. and Mentor Corporation, pursuant to which Mentor will fund the costs of implementing and carrying out a clinical testing program and submitting an application to the United States Food and Drug Administration for the Company's keyhole limpet hemocyanin composition product (as described therein) and act as the exclusive distributor of such product.
2. Letter of Agreement, dated September 12, 1997, by and between Bio-Tek Instruments, Inc. and Bartels, Inc., pursuant to which Bio-Tek will act as a distributor of certain Company products (as defined therein).
3. Distribution Agreement, dated August 1, 1997, by and between Organon Teknika, B.V. and PerImmune, Inc., pursuant to which Organon will grant PerImmune an exclusive right to promote, distribute and sell the Products (as defined therein) within the Territory (as defined therein).
4. Exclusive Distribution Agreement, dated June 16, 1997, by and between PerImmune, Inc. and Mentor Corporation, pursuant to which Mentor will act as the exclusive distributor of the Company's bladder diagnostic product.
5. Exclusive Distribution Agreement, dated as of April 1, 1997, by and between Syncor International Corporation and PerImmune, Inc., pursuant to which Syncor will act as the exclusive distributor of the Company's HumaSPECT/CR.
6. Distribution Agreement, dated as of March 14, 1997, by and between Intracel Corporation and Seradyn, Inc., pursuant to which Seradyn will act as distributor of the Company's Zymune CD4/CD8 test kit within the United States.
7. Agreement, dated April 1, 1997, by and between Zeus Scientific, Inc. and Intracel Corporation, pursuant to which Zeus Scientific grants Intracel a nonexclusive worldwide right to distribute the ELISA products (as defined therein).
8. Exclusive Distributor Agreement, dated as of February 1, 1997, by and between Bartels, Inc. and HIT Medikal Tibbi Urunler Sanayii ve Ticaret A.S., pursuant to which HIT will act as the exclusive distributor of the Company's INSTI HIV I/II components in Turkey and North Cyprus.
9. Exclusive Distributor Agreement, dated as of July 25, 1996, by and between Bartels, Inc. and Finn-Vita, S.A., pursuant to which Finn-Vita will act as the exclusive distributor of the Company's INSTI HIV I/II components in Chile.
10. Exclusive Distributor Agreement, dated as of July 1, 1996, by and between Bartels, Inc. and DSL Diagnostic Products Incorporated COB "Intermedico," pursuant to which DSL will act as the exclusive distributor of various Company products (as defined therein) in Canada.

11. Exclusive Distributor Agreement, dated as of May 8, 1996, by and between Bartels, Inc. and AMAR Immunodiagnosics, pursuant to which AMAR will act as the exclusive distributor of the Company's INSTI HIV I/II components in India.
12. Distributorship Agreement, dated September 20, 1991, between Bartels Diagnostics, division of Baxter Diagnostic Inc. and Biotrin International Ltd., pursuant to which Biotrin will act as a non-exclusive distributor of various Company products (as defined therein) within the territory of Europe.
13. Material Transfer Agreement for Hepatitis C Virus Recombinant RNA-Dependent RNA Polymerase, dated March 10, 1998, by and between Emory University and Intracel Corporation.
14. Product Development and License Agreement, dated as of June 30, 1997, by and between PerImmune and Sigma Diagnostics, Inc., pursuant to which Sigma is licensing a cell line to be used in a marketable product.
15. Development Agreement and License Agreement, dated December 4, 1996, by and between Intracel Corporation and its affiliates and subsidiaries and Alexon Biomedical, Inc., pursuant to which Alexon and Intracel will develop certain technology relating to a rapid, member-based enzyme-linked immunoabsorbent assay for the detection of *C. difficile* Toxin A.
16. Patent License Agreement -- Exclusive, dated December 4, 1996, between Public Health Service an Intracel Corporation, pursuant to which Public Health Service grants Intracel an exclusive license under the Licensed Patent Rights (as defined therein) in the Licensed Territory (as defined therein).
17. Intellectual Property Security Agreement, dated as of August 8, 1996, by and among PerImmune Holdings, Inc., PerImmune, Inc., Akzo Nobel Pharma International, B.V. and Organon Teknika Corporation.
18. Intellectual Property Agreement, dated August 2, 1996, by and between Akzo Nobel Pharma International, B.V. and PerImmune Holdings, Inc.
19. CMV Antigenemia Agreement, dated May 9, 1996, by and between Bartels, Inc. and Argene SA, Biosoft Department, pursuant to which Argene grants Bartels exclusive distribution rights to the Assay Kit or Components (as defined therein) in the United States and a non-exclusive distribution right to the Assay Kit or Components (as defined therein) in Asia, Australia, South Africa, Antilles, South America and Central America.
20. Research Collaboration and License Agreement, dated as of January 1, 1996, by and between PerImmune, Inc. and Baxter Healthcare Corporation, pursuant to which PerImmune will perform research and development services for the benefit of Baxter in accordance with the Research Plans (as defined therein).

21. Pursuant to an Agreement dated July 14, 1995, the Company has agreed to make certain Vpr peptides from HIV-1 available to the University of Minnesota in return for the option to obtain a royalty-bearing exclusive license to any patent or patent application which the University of Minnesota or its scientists may be granted in respect of an invention arising out of the use of the Vpr peptides.
22. License Agreement, dated July 25, 1994, by and between Arch Development Corporation and Organon Teknika Corporation, pursuant to which Arch grants Organon an exclusive license to make, have made, use and sell Licensed Products (as defined therein) within the Territory (as defined therein).
23. Agreement, dated July 13, 1994, between Intracel Corporation and the World Health Organization, pursuant to which Intracel will engage in the development of an INSTI diagnostic test for detection of the measles virus.
24. License Agreement, dated June 1, 1994, by and between Thomas Jefferson University and Intracel Corporation pursuant to which Thomas Jefferson grants Intracel an exclusive worldwide license to manufacture, market and distribute the Products (as defined therein).
25. Assignment, dated September 28, 1993, by and between Alexander Klibanov and Intracel Corporation, pursuant to which Alexander Klibanov will sell, assign, transfer and deliver to Intracel all of his right, title and interest in the Future Intellectual Rights (as defined therein) and all proceeds of, and rights associated with the Future Intellectual Rights.
26. Research Agreement, dated April 9, 1993, as amended, between Intracel Corporation and Thomas Jefferson University, pursuant to which Thomas Jefferson will pursue a research project in accordance with the Protocol (as defined therein).
27. Licensing Agreement, dated as of April 16, 1991, between American Bio-Technologies, Inc. ("ABT") and the Medical Research Council, pursuant to which the Medical Research Council grants ABT a nonexclusive worldwide right and license to make, have made, lease and sell the Licensed Products (as defined therein).
28. License Agreement, dated June 14, 1990, by and between ABT and Hoffmann-La Roche, Inc., pursuant to which Hoffmann-La Roche grants ABT a nonexclusive license in the United States to make and sell for research purposes only the Licensed Products (as defined therein).
29. Licensing Agreement, dated May 18, 1990, as amended, by and between Baxter Healthcare Corporation, Bartels Diagnostic Division, and Virginia Tech Intellectual Properties, Inc., pursuant to which Virginia Tech grants Bartels a nonexclusive license to manufacture, have made for it, use, lease, and/or sell Licensed Product(s) (as defined therein).