

09-28-1998



100840107

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRO 9-25-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b> <b>9-25-98</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

**Conveying Party**  Mark if additional names of conveying parties attached

Name Kimeragen, Inc. Execution Date 9/14/1998  
Month Day Year

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Del

**Receiving Party**  Mark if additional names of receiving parties attached

Name Transamerica Business Credit Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 9399 West Higgins Road

Address (line 2) \_\_\_\_\_

Address (line 3) Rosemont IL 60018  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization DEL

09/25/1998 DMGUYEN 00000285 75441462

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1792 FRAME: 0151

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75441462"/>	<input type="text" value="75441456"/>	<input type="text" value="75441457"/>
<input type="text" value="75441461"/>	<input type="text" value="75441463"/>	<input type="text" value="75441460"/>
<input type="text" value="75441459"/>	<input type="text" value="75441464"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Nathan M. Eisler

Name of Person Signing

Nathan M. Eisler

Signature

7/23/98

Date Signed

### ASSIGNMENT FOR SECURITY

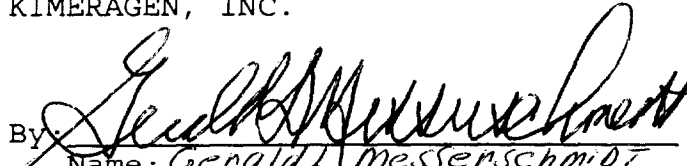
**WHEREAS**, Kimeragen, Inc., a Delaware corporation (the "Assignor"), is the owner of the patents, trademarks and copyrights, and all applications therefor, listed in the annexed Schedule A (collectively, the "Intellectual Property"); and

**WHEREAS**, the Assignor has requested a loan from Transamerica Business Credit Corporation, a Delaware corporation having an office at 76 Batterson Park Road, Farmington, Connecticut 06032 (the "Assignee"), and in connection therewith, the Assignor has executed and delivered a Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined herein shall have the meanings given to them therein), in favor of the Assignee;


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign and grant unto the Assignee a security interest in, and mortgage on, all right, title and interest of the Assignor in and to the Intellectual Property, including the applications therefor and any continuations, continuations-in-part, and divisionals thereof, and all the rights and privileges relating thereto, including, without limitation, all royalties for any licenses granted thereon, and any and all causes of action for infringement thereof, the right to the recovery of damages and/or proceeds resulting therefrom and all proceeds of any of the foregoing (the "Collateral"), to secure the prompt payment of the Obligations. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed by their respective officers hereunto duly authorized as of September 14, 1998.

KIMERAGEN, INC.

By:   
Name: Gerald L. Messerschmidt  
Title: President + CEO

TRANSAMERICA BUSINESS CREDIT CORPORATION

By:   
Name: Gary P. Moro  
Title: Vice President

Notarial Acknowledgment

State of PA )  
 ) ss. :  
County of BUCKS )

On this 14 day of September, 1998, before me personally came Gerald L. Messerschmidt to me known, who being by me duly sworn, did depose and say that he is President & CEO of Kimeragen, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the free and voluntary act and deed of such corporation.

[Notarial Seal]

Iris Star  
Notary Public

State of CT )  
 ) ss.:  
County of Hartford )

Notarial Seal  
Iris Star, Notary Public  
Newtown Twp., Bucks County  
My Commission Expires Feb. 12, 2001  
Member, Pennsylvania Association of Notaries

On this 18 day of September, 1998, before me personally came Gary Moro to me known, who being by me duly sworn, did depose and say that he is Vice President of Transamerica Business Credit Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the free and voluntary act and deed of such corporation.

[Notarial Seal]

Christopher W. Bodnar  
Notary Public

CHRISTOPHER W. BODNAR  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 1/31/02

SCHEDULE A

Trademarks

7991-029	75/441462	for Hepaseek
7991-030	75/441456	for Kimerodent
7991-031	75/441464	for Kimeraplant
7991-032	75/441457	for Kimeraseed
7991-033	75/441461	for Kimeramer
7991-034	75/441463	for Kimeragraft
7991-035	75/441460	for Kimeragen
7991-036	75/441459	for Logo Design