

MRD 11/30/00

12-01-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101534669



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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#### Submission Type

New

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Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Effective Date  
Month Day Year  
10 20 00

Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name ALTUS BIOLOGICS INC. Execution Date  
Month Day Year  
10 20 00

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization a Massachusetts corporation

#### 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, Suite 600

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

Address (line 3) Rosemont ILLINOIS U.S.A. 60018  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization a Delaware corporation

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.)

12/01/2000 DNGUYEN 00000036 140608

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01 FC:481 40.00 DP  
02 FC:482 300.00 DP

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TRADEMARK  
REEL: 002184 FRAME: 0723

**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)

**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.

KATHRYN GAMBINO

11/28/00

Name of Person Signing

Signature

Date Signed

Exhibit "A"

**REGISTERED TRADEMARKS**

Trademark

Registration Date

Registration No.

SEE ATTACHED TRADEMARK PORTFOLIO

**PENDING TRADEMARKS**

SEE ATTACHED TRADEMARK PORTFOLIO

Application  
Status

Registered

Trademark Name  
ALTUS  
European Community

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); instruction booklet relating to enzyme preparations for industrial, manufacturing, scientific, medical research and agricultural purposes (class 16); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

Registration  
No./ Filing Date

140608

30-Mar-1996

140608

02-Sep-1998

Matter Number

1989.216

Country

EU

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
ALTUS Japan	Registered Owner: Altus Biologics Inc. <b>Goods:</b> Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations that belong to the category of	8-108731 26-Sep-1996 4339950 03-Dec-1999	1989.216	JP
ALTUS Japan	Registered Owner: Altus Biologics Inc. <b>Goods:</b> Enzyme preparations for medical and veterinary purposes	8-108732 26-Sep-1996 4339951 03-Dec-1999	1989.237	JP
ALTUS Japan	Registered Owner: Altus Biologics Inc. <b>Goods:</b> Modification of enzyme and enzyme preparations	8-108733 26-Sep-1996 4196446 09-Oct-1998	1989.238	JP
ALTUS Japan	Registered Owner: Altus Biologics Inc. <b>Goods:</b> Development, design and testing of enzyme and enzyme preparations; and technical assistance and consultation services in the field of organic chemistry	8-108734 26-Sep-1996 4171111 31-Jul-1998	1989.239	JP

Remarks: Four applications to be filed, one for each class

**Application**

**Status**

Published

**Trademark Name**  
ALTUS  
United States of America

**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for general industrial and manufacturing use and scientific, medical research, and agricultural purposes; and enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use and scientific, medical research, and agricultural purposes (class 1); chrySTALLINE enzyme preparations for medical and veterinary clinical & diagnostic use, & crystalline enzyme preparations for clinical, therapeutic & preventative use in the treatment of infectious & parasitic diseases, neoplasms, endocrine diseases, nutritional deficiencies, metabolic diseases & disorders, immunity disorders, disease of the blood and blood-forming organs, diseases & disorders of the circulatory system, diseases & disorders of the respiratory system, diseases & disorders of the digestive system, diseases & disorders

**Registration**

**No./ Filing Date**

75/079,810

28-Mar-1996

**Matter Number**

1989.216

**Country**

US

Application Status	Registration No./ Filing Date	Matter Number	Country
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of the genitourinary system, diseases & conditions of the skin & subcutaneous tissue, diseases & disorders of the musculoskeletal system & connective tissue, congenital anomalies, injuries & poisoning, in humans, livestock, domestic pets & exotic animals, but not for the treatment or diagnosis of neurological diseases (class 5); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); research and development, design and testing for others of enzyme preparations; technical advise

Trademark Name

ALTUS

United States of America

Application

Status

Pending

**Goods:** Oral supplements to improve absorption, distribution, metabolism or excretion of food products; pharmaceutical preparations, namely preparations for the treatment of metabolic and gastrointestinal disorders (class 5); food for human consumption (class 30); processing or modification of foods for others (class 40)

ANTIOXCLEC

European Community

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); manufacture and modification to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

Registration

No./ Filing Date

75/937,182

06-Mar-2000

Matter Number

1989.245

Country

US

416883

416883

EU

15-Nov-1996

01-Dec-1998

1989.221



Trademark Name	Application Status	Owner	Goods	Registration No./ Filing Date	Matter Number	Country
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Enzyme preparations for industrial, agricultural and research purposes, and other enzyme and enzyme preparations belonging to the category of chemicals	8-135568 29-Nov-1996 4155334 12-Jun-1998	1989.221	JP
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Enzyme preparations for medical purposes, and enzyme preparations for veterinary purposes	8-135569 29-Nov-1996 4155335 12-Jun-1998	1989.240	JP
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Modification of enzyme and enzyme preparations	8-135570 29-Nov-1996 4159556 26-Jun-1998	1989.241	JP
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Development, design and testing of enzyme and enzyme preparations	8-135571 29-Nov-1996 4171806 31-Jul-1998	1989.242	JP

Application  
Status

Registered

Trademark Name  
CHIROCLEC  
European Community

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

CHIROCLEC  
Japan

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

Registration  
No./ Filing Date

140517 140517

01-Apr-1996 03-Sep-1998

Matter Number

1989.212

Country

EU

8-108745

4152332

1989.212

JP

26-Sep-1996 05-Jun-1998

**Remarks:** Four applications to be filed, one for each class

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CHIROCLEC Japan	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations for medical and veterinary purposes	8-108746 26-Sep-1996 4196448 09-Oct-1998	1989.227	JP
CHIROCLEC Japan	Registered Owner: Altus Biologics Inc. Goods: Manufacture and modification, to the order or specification of others, of enzyme	8-108747 26-Sep-1996 4207682 06-Nov-1998	1989.228	JP
CHIROCLEC Japan	Registered Owner: Altus Biologics Inc. Goods: Development, design and testing of enzyme and enzyme preparations.	8-108748 26-Sep-1996 417115 31-Jul-1998	1989.229	JP
CHIROCLEC United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzymes which have been crystallized and chemically cross-linked for general industrial and manufacturing use and scientific, medical research, and agricultural purposes	75/112,141 31-May-1996 2,312,137 25-Jan-2000	1989.212	US

Trademark Name  
CHIROKIT  
European Community

Application Status  
Registered  
Owner: Altus Biologics Inc.  
Goods: Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); instruction booklets sold as a unit with enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 16); research and development consultation services, and technical assistance consultation services, all in the field of organic chemistry (class 42)

CHIROKIT  
Japan

Registered  
Owner: Altus Biologics Inc.  
Goods: Enzyme preparations for industrial, agricultural and research purposes, and other enzyme and enzyme preparations belonging to the category of chemicals

Registration No./ Filing Date  
415349 15-Nov-1996  
415349 01-Dec-1998

Matter Number  
1989.217

Country  
EU

8-135572 29-Nov-1996  
4155336 12-Jun-1998  
1989.217 JP

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CHIROKIT Japan	Registered Owner: Altus Biologics Inc. Goods: Research and development consultation services, and technical assistance consultation services, both in the field of organic chemistry	8-135573 4171807 29-Nov-1996 31-Jul-1998	1989.243	JP
CHIROKIT United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use, scientific, medical research, and agricultural purposes	75/112,136 2,239,205 31-May-1996 13-Apr-1999	1989.217	US

Application  
Status

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research and agricultural purposes (class 1); instruction booklet relating to enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 16); technical assistance and consultation services in the field of organic chemistry (class 42)

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

Registration  
No./ Filing Date

140558 140558

01-Apr-1996 18-May-1998

Matter Number

1989.214

Country

EU

CHIROSCREEN  
Japan

8-108735 1989.214

4152329

JP

26-Sep-1996 05-Jun-1998

**Remarks:** Three applications to be filed, one for each class

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CHIROSCREEN Japan	Registered Owner: Altus Biologics Inc. Goods: Books and pamphlets relating to enzyme preparations and other printed matter	8-108736 26-Sep-1996	1989.233	JP
CHIROSCREEN Japan	Registered Owner: Altus Biologics Inc. Goods: Technical assistance and consultation services in the field of organic chemistry	8-108737 26-Sep-1996	1989.234	JP
CHIROSCREEN United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use, scientific, medical research, and agricultural purposes	75/112,139 31-May-1996	1989.214	US
CHIROTOOL United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations and instruction booklet sold as a unit for general industrial use, manufacturing, scientific, medical research, and agricultural purposes	75/112,143 31-May-1996	1989.219	US

Application  
Status

Registered

Trademark Name  
CLEC  
European Community

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial, scientific, and agricultural purposes (class 1); enzyme preparations for medical and/or veterinary purposes (class 5); the manufacture and modification to the order or specification of others, of enzyme preparations (class 40); the development, design and testing for others of enzyme preparations (class 42)

CLEC  
Japan

LetAbandon

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme preparations belonging to the category of chemicals

CLEC  
Japan

Registered

Owner: Altus Biologics Inc.

Goods: Modification of enzymes and enzyme preparations used as a catalyst

Registration  
No./ Filing Date

142513 142513

01-Apr-1996 19-Jan-1999

Matter Number

1989.211

Country

EU

8-70073

25-Jun-1996

1989.211

JP

Remarks: Four applications, one for each

8-070075

25-Jun-1996

1989.225

JP

4134370 10-Apr-1998



**Altus Biologics Inc.**  
**Client No.: 1989**

## **Trademark Portfolio**

**Wednesday, May 03, 2000**

**Page: 14**

**Application**

**Status**

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Development, design and  
testing of enzyme and enzyme  
preparations

**Registration**

**No./ Filing Date**

8-70076

4245979

25-Jun-1996

05-Mar-1999

**Matter Number**

1989.226

**Country**

JP

<b>Application Status</b>	Registered	<b>Registration No./ Filing Date</b>	74/247,609 19-Feb-1992	<b>Matter Number</b>	1989.211	<b>Country</b>	US
<b>Owner:</b>	Altus Biologics Inc.						
<b>Goods:</b>	Enzymes which have been crystallized and chemically crosslinked for use as catalysts in applications in the industrial, scientific, pharmaceutical, food, beverage, medical, agricultural and petrochemical industries (class 1); enzymes which have been crystallized and chemically crosslinked for use as a pharmaceutical substance in the treatment of genetic disorders and enzyme and protein deficiencies (class 5); enzymes which have been crystallized and chemically crosslinked for use as a preparation for the making of soft drinks, beer, ale, mineral and aerated waters, fruit and vegetable juices and sports drinks (class 32); manufacture and modification, to the order or specification of others, of enzymes which have been crystallized and chemically linked (class 40); development, design, and testing for others of enzymes which have been crystallized						

**Trademark Name**  
CLEC  
United States of America

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
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and chemically crosslinked  
(class 42)

Altus Biologics Inc.  
Client No.: 1989

## Trademark Portfolio

Wednesday, May 03, 2000

Page: 17

**Trademark Name**  
CLECS  
United States of America

**Application Status**  
Registered  
**Owner:** Altus Biologics Inc.  
**Goods:** Enzymes which have been crystallized and chemically crosslinked for use as catalysts in applications in the industrial, scientific, pharmaceutical, food, beverage, medical, agricultural and petrochemical industries (class 1); enzymes which have been crystallized and chemically crosslinked for use as a pharmaceutical substance in the treatment of genetic disorders and enzyme and protein deficiencies (class 5); enzymes which have been crystallized and chemically crosslinked for use as a preparation for the making of soft drinks, beer, ale, mineral and aerated waters, fruit and vegetable juices and sports drinks (class 32); manufacture and modification, to the order of specification of others, of enzymes which have been crystallized and chemically crosslinked (class 40); development, design, and testing for others of enzymes which have been crystallized

**Registration No./ Filing Date**

74/247,610 1,951,643  
19-Feb-1992 23-Jan-1996

**Matter Number**  
1989,210  
**Country**  
US

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CRYSTALOMICS United States of America	Pending and chemically crosslinked (class 42)  <b>Goods:</b> Proteins and chemicals for general industrial and manufacturing use and scientific, medical research, and agricultural purposes (class 1); proteins and chemicals for medical and veterinary clinical and diagnostic use and proteins and chemicals for medical and therapeutic use (class 5); manufacture, modification and design for others of proteins and chemicals (class 40); research, development, design and testing for others of proteins and chemicals, and technical advice and consultation services in the field of chemistry (class 42)	76/033,877 25-Apr-2000	1989.246	US

Trademark Name  
PEPTICLEC  
European Community

Application  
Status  
Registered

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

PEPTICLEC  
Japan

Registered

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

Registration  
No./ Filing Date

140525

01-Apr-1996

Matter Number

1989.213

Country

EU

8-108741

26-Sep-1996

4152331

05-Jun-1998

1989.213

JP

Remarks: Four applications to be filed, one for each class

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
PEPTICLEC Japan	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations for medical and veterinary purposes	8-108742 26-Sep-1996 4196447 09-Oct-1998	1989.230	JP
PEPTICLEC Japan	Registered Owner: Altus Biologics Inc. Goods: Manufacture and modification, to the order or specification of others, of enzyme	8-108743 26-Sep-1996 4207681 06-Nov-1998	1989.231	JP
PEPTICLEC Japan	Registered Owner: Altus Biologics Inc. Goods: Development, design and testing of enzyme and enzyme preparations.	8-108744 26-Sep-1996 4171114 31-Jul-1998	1989.232	JP
PEPTICLEC United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzymes which have been crystallized and chemically cross-linked for general industrial and manufacturing use and scientific, medical research, and agricultural purposes	75/112,140 31-May-1996 2,316,900 08-Feb-2000	1989.213	US

Trademark Name  
PEPTIKIT  
European Community

Application  
Status

Registered

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); instruction booklets sold as a unit with enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 16); research and development consultation services, and technical assistance consultation services, all in the field of organic chemistry (class 42)

PEPTIKIT  
Japan

Registered

Owner: Altus Biologics Inc.

Goods: Kits of enzyme or enzyme preparations for industrial, that are used as a catalyst in the fields of industry, agriculture, research, and others, and an instruction

Registration  
No./ Filing Date

416909

15-Nov-1996

Matter Number

1989.218

Country

EU

8-135574

29-Nov-1996

4155337

12-Jun-1998

1989.218

JP



Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
PEPTIKIT Japan	Registered Owner: Altus Biologics Inc. Goods: Research and development consultation services, and technical assistance consultation services, both in the field of organic chemistry	8-135575 29-Nov-1996 4171808 31-Jul-1998	1989.244	JP
PEPTIKIT United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use, scientific, medical research, and agricultural purposes	75/112,137 31-May-1996 2,239,206 13-Apr-1999	1989.218	US
PEPTISCREEN European Community	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations and instruction booklet sold as a unit for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); technical assistance and consultation services in the field of organic chemistry (class 42)	140582 01-Apr-1996 140582 05-Jun-1998	1989.215	EU

Trademark Name	Application Status	Owner	Goods	Registered No./ Filing Date	Matter Number	Country
PEPTISCREEN Japan	Registered	Altus Biologics Inc.	Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belonging] to the category of	8-108738 26-Sep-1996 4152330 05-Jun-1998	1989.215	JP
PEPTISCREEN Japan	Registered	Altus Biologics Inc.	Books and pamphlets relating to enzyme preparations and other printed matter	8-108739 26-Sep-1996 4171743 31-Jul-1998	1989.235	JP
PEPTISCREEN Japan	Registered	Altus Biologics Inc.	Technical assistance and consultation services in the field of organic chemistry	8-108740 26-Sep-1996 4171113 31-Jul-1998	1989.236	JP
PEPTITOOL United States of America	Registered	Altus Biologics Inc.	Enzyme preparations and instruction booklet sold as a unit for general industrial use, manufacturing, scientific, medical research, and agricultural purposes	75/112,138 31-May-1996 2,239,207 13-Apr-1999	1989.220	US

Remarks: Three applications filed, one for each class

**Altus Biologics Inc.**  
Client No.: 1989

## Trademark Portfolio

Wednesday, May 03, 2000

Page: 24

**Application  
Status**

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Enzymes which have been  
crystallized and chemically  
cross-linked for general  
industrial and manufacturing  
use and scientific, medical  
research, and agricultural  
purposes

**Registration**

**No./ Filing Date**

75/112,133

31-May-1996

**Matter Number**

1989.222

**Country**

US

**Trademark Name**

SYNTHACLEC

United States of America

# PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 20, 2000, is entered into between **ALTUS BIOLOGICS, INC.**, a Massachusetts corporation ("Grantor"), which has a mailing address at 625 Putnam Avenue, Cambridge, MA 02139, and **TRANSAMERICA BUSINESS CREDIT CORPORATION**, a Delaware corporation, ("TBCC") having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and having an office at 15260 Ventura Blvd., Suite 1240, Sherman Oaks, California 91403.

## RECITALS

A. Grantor and TBCC are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to TBCC.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION.

**1.1 Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the Illinois Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means all of the following, whether now owned or hereafter acquired:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of TBCC for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of TBCC for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**1.2 Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against TBCC or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, TBCC, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of TBCC and Grantor. Headings have been set forth herein for convenience only, and shall not be used in the construction of this Agreement.

## **2. GRANT OF SECURITY INTEREST.**

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to TBCC, Grantor hereby grants, assigns, and conveys to TBCC a security interest in Grantor's entire right, title, and interest in and to the Collateral. \*

\* TBCC agrees and acknowledges that its lien in the Collateral shall be subject to the existing license arrangements of the Grantor to the extent set forth in the Loan Agreement.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

**3.1 Trademarks; Patents.** A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A; and a true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit B.

**3.2 Validity; Enforceability.** Each of the patents and trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the patents or trademarks are invalid or unenforceable, or that the use of any patents or trademarks violates the rights of any third person, or of any basis for any such claims.

**3.3 Title.** Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, shop rights, and covenants by Grantor not to sue third persons.

**3.4 Notice.** Grantor has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks.

**3.5 Quality.** Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

**3.6 Perfection of Security Interest.** Except for the filing of appropriate financing statements (all of which filings have been made) and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by TBCC of its rights hereunder to the Collateral in the United States.

### 4. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to TBCC with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications or trademark registrations. Without limiting Grantor's obligation under this Section 4, Grantor authorizes TBCC to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect,

invalidate or detract from TBCC's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

## **5. LITIGATION AND PROCEEDINGS.**

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to TBCC any information with respect thereto \* requested by TBCC. TBCC shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify TBCC of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

**\* reasonably**

## **6. POWER OF ATTORNEY.**

Grantor hereby appoints TBCC as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) file this Agreement (or an abstract hereof) or any other document describing TBCC's interest in the Collateral with the United States Patent and Trademark Office; (b) execute any modification of this Agreement pursuant to Section 4 of this Agreement; (c) take any action and execute any instrument which TBCC may deem necessary or advisable to accomplish the purposes of this Agreement; and (d) following an Event of Default (as defined in the Loan Agreement), (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for TBCC to use or maintain the Collateral; (ii) ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; (iii) file any claims or take any action or institute any proceedings that TBCC may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce TBCC's rights with respect to any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## **7. RIGHT TO INSPECT.**

Grantor grants to TBCC and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours \*.

**\* in accordance with any advance notice provisions as are otherwise applicable as set forth in the Loan Agreement, if any**

## **8. SPECIFIC REMEDIES.**

Upon the occurrence of any Event of Default (as defined in the Loan Agreement), TBCC shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**8.1 Notification.** TBCC may notify licensees to make royalty payments on license agreements directly to TBCC;

**8.2 Sale.** TBCC may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as TBCC deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ~~five (5)~~ \* days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by TBCC, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, TBCC shall also give notice of the time and place by publishing a notice one time at least ~~five (5)~~ \* days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, TBCC may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by TBCC at such sale.

\* ten (10)

## **9. GENERAL PROVISIONS.**

**9.1 Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and TBCC.

**9.2 Notices.** Except to the extent otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the notice provisions of the Loan Agreement.

**9.3 No Waiver.** No course of dealing between Grantor and TBCC, nor any failure to exercise nor any delay in exercising, on the part of TBCC, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by TBCC shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by TBCC.

**9.4 Rights Are Cumulative.** All of TBCC's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

**9.5 Successors.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of TBCC, except as specifically permitted hereby.

**9.6 Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

**9.7 Entire Agreement.** This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision



giving TBCC greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to TBCC under the Loan Agreement. This Agreement, the Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

**9.8 Fees and Expenses.** Grantor shall pay to TBCC on demand all costs and expenses that TBCC pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to TBCC; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the TBCC arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**9.9 Indemnity.** Grantor shall protect, defend, indemnify, and hold harmless TBCC and TBCC's assigns from all liabilities, losses, and costs (including without limitation reasonable attorneys' fees) incurred or imposed on TBCC relating to the matters in this Agreement \*.

\* other than with respect to liabilities, losses or costs caused by the gross negligence or willful misconduct of TBCC

**9.10 Further Assurances.** At TBCC's request, Grantor shall execute and deliver to TBCC any further instruments or documentation, and perform any acts, that may be reasonably necessary or appropriate to implement this Agreement, the Loan Agreement or any other agreement, and the documents relating thereto, including without limitation any instrument or documentation reasonably necessary or appropriate to create, maintain, perfect, or effectuate TBCC's security interests in the Collateral.

**9.11 Release.** At such time as Grantor shall completely satisfy all of the Obligations in accordance with the Loan Agreement and the Loan Agreement shall be terminated, TBCC shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate TBCC's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by TBCC pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to TBCC could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

**9.12 Governing Law.** THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION

WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS. ALL DISPUTES BETWEEN THE GRANTOR AND TBCC, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT TBCC SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE GRANTOR OR ITS PROPERTY IN ANY LOCATION REASONABLY SELECTED BY TBCC IN GOOD FAITH TO ENABLE TBCC TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF TBCC. THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY TBCC. THE GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH TBCC HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

**9.13 Waiver of Right to Jury Trial. TBCC AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN TBCC AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF TBCC OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH TBCC OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**TRANSAMERICA BUSINESS CREDIT CORPORATION**

**ALTUS BIOLOGICS, INC.**

By Mitchell D. [Signature]  
Title Sr. Vice President

By [Signature]  
Title President

**REGISTERED TRADEMARKS**

Trademark

Registration Date

Registration No.

SEE ATTACHED TRADEMARK PORTFOLIO

**PENDING TRADEMARKS**

SEE ATTACHED TRADEMARK PORTFOLIO

Altus Biologics Inc.  
Client No.: 1989

Trademark Name  
ALTUS  
European Community

# Trademark Portfolio

Wednesday, May 03, 2000

Page: 1

<b>Application Status</b>	<b>Registered</b>	<b>Registration No./ Filing Date</b>	<b>140608</b> 30-Mar-1996	<b>Matter Number</b>	<b>1989.216</b>	<b>Country</b>	<b>EU</b>
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**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); instruction booklet relating to enzyme preparations for industrial, manufacturing, scientific, medical research and agricultural purposes (class 16); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

# EXHIBIT A

TRADEMARK  
REEL: 002184 FRAME: 0758

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
ALTUS Japan	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations that belong to the category of	8-108731 26-Sep-1996	1989.216	JP
ALTUS Japan	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations for medical and veterinary purposes	8-108732 26-Sep-1996	1989.237	JP
ALTUS Japan	Registered Owner: Altus Biologics Inc. Goods: Modification of enzyme and enzyme preparations	8-108733 26-Sep-1996	1989.238	JP
ALTUS Japan	Registered Owner: Altus Biologics Inc. Goods: Development, design and testing of enzyme and enzyme preparations; and technical assistance and consultation services in the field of organic chemistry	8-108734 26-Sep-1996	1989.239	JP

Remarks: Four applications to be filed, one for each class

**Application  
Status**

Published

**Trademark Name**  
ALTUS  
United States of America

**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for general industrial and manufacturing use and scientific, medical research, and agricultural purposes; and enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use and scientific, medical research, and agricultural purposes (class 1); chrySTALLINE enzyme preparations for medical and veterinary clinical & diagnostic use, & crystalline enzyme preparations for clinical, therapeutic & preventative use in the treatment of infectious & parasitic diseases, neoplasms, endocrine diseases, nutritional deficiencies, metabolic diseases & disorders, immunity disorders, disease of the blood and blood-forming organs, diseases & disorders of the circulatory system, diseases & disorders of the respiratory system, diseases & disorders of the digestive system, diseases & disorders

**Registration  
No./ Filing Date**

75/079,810  
28-Mar-1996

**Matter Number**

1989.216

**Country**

US

Application Status	Registration No./ Filing Date	Matter Number	Country
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of the genitourinary system, diseases & conditions of the skin & subcutaneous tissue, diseases & disorders of the musculoskeletal system & connective tissue, congenital anomalies, injuries & poisoning, in humans, livestock, domestic pets & exotic animals, but not for the treatment or diagnosis of neurological diseases (class 5); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); research and development, design and testing for others of enzyme preparations; technical advise

Trademark Name

Trademark Name

ALTUS

United States of America

Application

Status

Pending

Registration

No./ Filing Date

75/937,182

06-Mar-2000

Matter Number

1989.245

Country

US

**Goods:** Oral supplements to improve absorption, distribution, metabolism or excretion of food products; pharmaceutical preparations, namely preparations for the treatment of metabolic and gastrointestinal disorders (class 5); food for human consumption (class 30); processing or modification of foods for others (class 40)

ANTIOXCLEC

European Community

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); manufacture and modification to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

416883

15-Nov-1996

416883

01-Dec-1998

1989.221

EU



Trademark Name	Application Status	Owner	Goods	Registration No./ Filing Date	Matter Number	Country
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Enzyme preparations for industrial, agricultural and research purposes, and other enzyme and enzyme preparations belonging to the category of chemicals	8-135568 29-Nov-1996	1989.221	JP
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Enzyme preparations for medical purposes, and enzyme preparations for veterinary purposes	8-135569 29-Nov-1996	1989.240	JP
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Modification of enzyme and enzyme preparations	8-135570 29-Nov-1996	1989.241	JP
ANTIOXCLEC Japan	Registered	Altus Biologics Inc.	Development, design and testing of enzyme and enzyme preparations	8-135571 29-Nov-1996	1989.242	JP

# Trademark Portfolio

Wednesday, May 03, 2000

Page: 7

Altus Biologics Inc.  
Client No.: 1989

Trademark Name  
CHIROCLEC  
European Community

Application  
Status

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); manufacture and modification to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

Registered

CHIROCLEC  
Japan

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

Registration  
No./ Filing Date

140517

01-Apr-1996

140517

03-Sep-1998

Matter Number

1989.212

Country

EU

1989.212

JP

8-108745

4152332

26-Sep-1996

05-Jun-1998

**Remarks:** Four applications to be filed, one for each class

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CHIROCLEC Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzyme preparations for medical and veterinary purposes	8-108746 26-Sep-1996	1989.227	JP
CHIROCLEC Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Manufacture and modification, to the order or specification of others, of enzyme	8-108747 26-Sep-1996	1989.228	JP
CHIROCLEC Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Development, design and testing of enzyme and enzyme preparations.	8-108748 26-Sep-1996	1989.229	JP
CHIROCLEC United States of America	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzymes which have been crystallized and chemically cross-linked for general industrial and manufacturing use and scientific, medical research, and agricultural purposes	75/112,141 31-May-1996	1989.212	US

Trademark Name  
CHIROKIT  
European Community

Application

Status

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); instruction booklets sold as a unit with enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 16); research and development consultation services, and technical assistance  
consultation services, all in the field of organic chemistry (class 42)

CHIROKIT  
Japan

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, agricultural and research purposes, and other enzyme and enzyme preparations belonging to the category of chemicals

Registration  
No./ Filing Date

415349 415349

15-Nov-1996 01-Dec-1998

Matter Number

1989.217

Country

EU

8-135572

29-Nov-1996 12-Jun-1998

JP

1989.217

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CHIROKIT Japan	Registered Owner: Altus Biologics Inc. Goods: Research and development consultation services, and technical assistance consultation services, both in the field of organic chemistry	8-135573 29-Nov-1996	1989.243	JP
CHIROKIT United States of America	Registered Owner: Altus Biologics Inc. Goods: Enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use, scientific, medical research, and agricultural purposes	75/112,136 31-May-1996	1989.217	US

Trademark Name  
CHIROSCREEN  
European Community

Application  
Status

Registered

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial, manufacturing, scientific, medical research and agricultural purposes (class 1); instruction booklet relating to enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 16); technical assistance and consultation services in the field of organic chemistry (class 42)

CHIROSCREEN  
Japan

Registered

Owner: Altus Biologics Inc.

Goods: Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

Registration  
No./ Filing Date

140558

01-Apr-1996

140558

18-May-1998

Matter Number

1989.214

Country

EU

8-108735

4152329

26-Sep-1996

1989.214

JP

05-Jun-1998

Remarks: Three applications to be filed, one for each class

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CHIROSCREEN Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Books and pamphlets relating to enzyme preparations and other printed matter	8-108736 26-Sep-1996 4171742 31-Jul-1998	1989.233	JP
CHIROSCREEN Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Technical assistance and consultation services in the field of organic chemistry	8-108737 26-Sep-1996 4171112 31-Jul-1998	1989.234	JP
CHIROSCREEN United States of America	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use, scientific, medical research, and agricultural purposes	75/112,139 31-May-1996 2,240,967 20-Apr-1999	1989.214	US
CHIROTOOL United States of America	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzyme preparations and instruction booklet sold as a unit for general industrial use, manufacturing, scientific, medical research, and agricultural purposes	75/112,143 31-May-1996 2,239,208 13-Apr-1999	1989.219	US

# Trademark Portfolio

**Altus Biologics Inc.**  
Client No.: 1989

**Trademark Name**  
CLEC  
European Community

**Application Status**  
Registered  
**Owner:** Altus Biologics Inc.  
**Goods:** Enzyme preparations for industrial, scientific, and agricultural purposes (class 1); enzyme preparations for medical and/or veterinary purposes (class 5); the manufacture and modification to the order or specification of others, of enzyme preparations (class 40); the development, design and testing for others of enzyme preparations (class 42)  
Let/Abandon  
**Owner:** Altus Biologics Inc.  
**Goods:** Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme preparations belonging to the category of chemicals

**Registration No./ Filing Date**  
142513 19-Jan-1999  
01-Apr-1996

**Matter Number**  
1989.211

**Country**  
EU

CLEC  
Japan

8-70073 25-Jun-1996  
1989.211 JP

**Remarks:** Four applications, one for each

CLEC  
Japan

8-070075 10-Apr-1998  
1989.225 JP

4134370  
25-Jun-1996



Altus Biologics Inc.  
Client No.: 1989

## Trademark Portfolio

Wednesday, May 03, 2000

Page: 14

### Application

#### Status

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Development, design and testing of enzyme and enzyme preparations

### Trademark Name

CLEC

Japan

### Registration

#### No./ Filing Date

8-70076

4245979

25-Jun-1996

#### Matter Number

1989.226

#### Country

JP

Altus Biologics Inc.  
Client No.: 1989

Trademark Name  
CLEC  
United States of America

## Trademark Portfolio

Wednesday, May 03, 2000

Page: 15

### Application Status

Registered

Owner: Altus Biologics Inc.

**Goods:** Enzymes which have been crystallized and chemically crosslinked for use as catalysts in applications in the industrial, scientific, pharmaceutical, food, beverage, medical, agricultural and petrochemical industries (class 1); enzymes which have been crystallized and chemically crosslinked for use as a pharmaceutical substance in the treatment of genetic disorders and enzyme and protein deficiencies (class 5); enzymes which have been crystallized and chemically crosslinked for use as a preparation for the making of soft drinks, beer, ale, mineral and aerated waters, fruit and vegetable juices and sports drinks (class 32); manufacture and modification, to the order or specification of others, of enzymes which have been crystallized and chemically linked (class 40); development, design, and testing for others of enzymes which have been crystallized

### Registration No./ Filing Date

74/247,609 1,944,401

19-Feb-1992 26-Dec-1995

Matter Number 1989.211  
Country US

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
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and chemically crosslinked  
(class 42)

Application Status	Registration No./ Filing Date	Matter Number	Country
Registered	74/247,610 19-Feb-1992	1989.210	US

**Owner:** Altus Biologics Inc.

**Goods:** Enzymes which have been crystallized and chemically crosslinked for use as catalysts in applications in the industrial, scientific, pharmaceutical, food, beverage, medical, agricultural and petrochemical industries (class 1); enzymes which have been crystallized and chemically crosslinked for use as a pharmaceutical substance in the treatment of genetic disorders and enzyme and protein deficiencies (class 5); enzymes which have been crystallized and chemically crosslinked for use as a preparation for the making of soft drinks, beer, ale, mineral and aerated waters, fruit and vegetable juices and sports drinks (class 32); manufacture and modification, to the order of specification of others, of enzymes which have been crystallized and chemically crosslinked (class 40); development, design, and testing for others of enzymes which have been crystallized

**Trademark Name**  
CLECS  
United States of America

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
CRYSTALOMICS United States of America	Pending and chemically crosslinked (class 42) <b>Goods:</b> Proteins and chemicals for general industrial and manufacturing use and scientific, medical research, and agricultural purposes (class 1); proteins and chemicals for medical and veterinary clinical and diagnostic use and proteins and chemicals for medical and therapeutic use (class 5); manufacture, modification and design for others of proteins and chemicals (class 40); research, development, design and testing for others of proteins and chemicals, and technical advice and consultation services in the field of chemistry (class 42)	76/033,877 25-Apr-2000	1989,246	US

**Application Status**

Registered

**Trademark Name**  
PEPTICLEC  
European Community

**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); enzyme preparations for medical and veterinary purposes (class 5); manufacture and modification, to the order or specification of others, of enzyme preparations (class 40); development, design and testing for others of enzyme preparations (class 42)

PEPTICLEC  
Japan

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

**Registration No./ Filing Date**

140525 140525

01-Apr-1996 03-Sep-1998

**Matter Number**  
1989.213

**Country**  
EU

8-108741 4152331

26-Sep-1996 05-Jun-1998

1989.213 JP

**Remarks:** Four applications to be filed, one for each class

Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
PEPTICLEC Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzyme preparations for medical and veterinary purposes	8-108742 26-Sep-1996	1989.230	JP
PEPTICLEC Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Manufacture and modification, to the order or specification of others, of enzyme	8-108743 26-Sep-1996	1989.231	JP
PEPTICLEC Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Development, design and testing of enzyme and enzyme preparations.	8-108744 26-Sep-1996	1989.232	JP
PEPTICLEC United States of America	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzymes which have been crystallized and chemically cross-linked for general industrial and manufacturing use and scientific, medical research, and agricultural purposes	75/112,140 31-May-1996	1989.213	US

Altus Biologics Inc.  
Client No.: 1989

## Trademark Portfolio

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Page: 21

Trademark Name  
PEPTIKIT  
European Community

**Application Status**

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); instruction booklets sold as a unit with enzyme preparations for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 16); research and development consultation services, and technical assistance consultation services, all in the field of organic chemistry (class 42)

PEPTIKIT  
Japan

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Kits of enzyme or enzyme preparations for industrial, that are used as a catalyst in the fields of industry, agriculture, research, and others, and an instruction

**Registration No./ Filing Date**

416909 416909  
15-Nov-1996 19-Jan-1999

**Matter Number**  
1989.218

**Country**  
EU

8-135574  
29-Nov-1996

4155337  
12-Jun-1998

1989.218

JP



Trademark Name	Application Status	Registration No./ Filing Date	Matter Number	Country
PEPTIKIT Japan	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Research and development consultation services, and technical assistance consultation services, both in the field of organic chemistry	8-135575 29-Nov-1996 4171808 31-Jul-1998	1989.244	JP
PEPTIKIT United States of America	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzyme preparations and instruction booklet sold as a unit for general industrial and manufacturing use, scientific, medical research, and agricultural purposes	75/112,137 31-May-1996 2,239,206 13-Apr-1999	1989.218	US
PEPTISCREEN European Community	Registered <b>Owner:</b> Altus Biologics Inc. <b>Goods:</b> Enzyme preparations and instruction booklet sold as a unit for industrial, manufacturing, scientific, medical research, and agricultural purposes (class 1); technical assistance and consultation services in the field of organic chemistry (class 42)	140582 01-Apr-1996 140582 05-Jun-1998	1989.215	EU

Application Status Registered  
Owner: Altus Biologics Inc.  
Goods: Enzyme preparations for industrial purposes, enzyme preparations for agricultural purposes, enzyme preparations for research purposes, and other enzyme and enzyme preparations belong[ing] to the category of

Registration No./ Filing Date 8-108738 4152330  
26-Sep-1996 05-Jun-1998  
Matter Number 1989.215  
Country JP

Remarks: Three applications filed, one for each class

PEPTISCREEN  
Japan

Registered  
Owner: Altus Biologics Inc.  
Goods: Books and pamphlets relating to enzyme preparations and other printed matter

8-108739 4171743  
26-Sep-1996 31-Jul-1998  
1989.235  
JP

PEPTISCREEN  
Japan

Registered  
Owner: Altus Biologics Inc.  
Goods: Technical assistance and consultation services in the field of organic chemistry

8-108740 4171113  
26-Sep-1996 31-Jul-1998  
1989.236  
JP

PEPTITOOOL  
United States of America

Registered  
Owner: Altus Biologics Inc.  
Goods: Enzyme preparations and instruction booklet sold as a unit for general industrial use, manufacturing, scientific, medical research, and agricultural purposes

75/112,138 2,239,207  
31-May-1996 13-Apr-1999  
1989.220  
US

**Application**

**Status**

Registered

**Owner:** Altus Biologics Inc.

**Goods:** Enzymes which have been crystallized and chemically cross-linked for general industrial and manufacturing use and scientific, medical research, and agricultural purposes

**Trademark Name**

SYNTHACLEC

United States of America

**Registration**

**No./ Filing Date**

75/112,133 2,316,899

31-May-1996 08-Feb-2000

**Matter Number**

1989,222

**Country**

US

**PATENTS**

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
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SEE ATTACHED LISTING

**PATENT APPLICATIONS**

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
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SEE ATTACHED LISTING

Patents Owned by Altus  
As Of September 6, 2000

VPI 95-10 Series				
Country	Serial No.	Filing Date	Patent No.	Expires
South Africa	97/4325	5/19/97	97/4325	
United States	08/652,964	5/24/96	5,932,212	

VPI 96-14 Series				
Country	Serial No.	Filing Date	Patent No.	Expires
South Africa	98/3044	4/9/98	98/3044	

**EXHIBIT B**

TRADEMARK  
REEL: 002184 FRAME: 0783

Patents and Patent Applications Owned By  
Altus As Of September 6, 2000

VPI 95-10 Series						
Country	Serial No.	Filing Date	Patent No.	Expires		
Chile	982-97	5/23/97				
EPO	97925652.6	5/20/97				
India (A)	913CAL97	5/23/97				
India (B)	934CAL97	5/23/97				
Indonesia	P-971682	5/21/97				
Japan	9-542648	5/20/97				
Philippines	I-56533	5/23/97				
Taiwan	86106384	5/13/97				
Thailand	037351	5/15/97				
South Africa	97/4325	5/19/97	97/4325			
South Korea	98-709554	5/20/97				
Venezuela	923-97	5/20/97				
United States (DIV)	08/868,088	6/3/97	6,042,824			

VPI 96-14 and 96-14 CIP Series

Country	Serial No.	Filing Date	Patent No.	Expires
Argentina	P980101654	4/8/98		
Canada	2286461	4/10/98		
Chile	749-98	4/9/98		
European Patent Office	98915494.3	4/10/98		
Hong Kong	00104573.7	7/24/00		
Japan	10-544122	4/10/98		
Malaysia	PI9801495	4/11/98		
Peru	273.98	4/13/98		
Philippines	I-1998-00820	4/8/98		
Russian Federation	99123632	4/10/98		
Taiwan	87105465	4/10/98		
Thailand	043256	4/10/98		
United States	08/834,661	4/11/97		
United States	09/459,395	12/3/99		
United States	09/631,241	8/2/00		
Venezuela	679-98	4/7/98		

VPI 97-09 and 97-09 CIP Series

Country	Serial No.	Filing Date	Patent No.	Expires
Argentina	P980104437	9/4/98		
Chile	2141-98	9/4/98		
European Patent Office	pending	8/6/98		
Malaysia	PI 9804062	9/4/98		
Peru	827-98	9/4/98		
South Africa	98/7378	8/17/98		
Thailand	045900	9/2/98		
United States (CON)	09/314,717	9/5/97		
United States (CIP)	09/518,849	3/3/00		
Venezuela	1784/98	8/10/98		

VPI 97-17 Series

Country	Serial No.	Filing Date	Patent No.	Expires
PCT (Combined with VPI98-05)	PCT/US99/09099	4/27/99		



VPI 97-17 Series			
Country	Serial No.	Filing Date	Expires
United States	09/224,475	12/31/98	
			Patent No.

VPI 98-05 Series			
Country	Serial No.	Filing Date	Expires
PCT (Combined with VPI97-17)	PCT/US99/09099	4/27/99	
United States (CIP)	09/374,132	4/27/99	
			Patent No.

VPI 98-13 Series			
Country	Serial No.	Filing Date	Expires
PCT	PCT/US99/23405	10/8/99	
			Patent No.

Patent Applications Exclusively Licensed  
To Altus As Of September 6, 2000

VPI 90-01A (CIP) Series					
Country	Serial No.	Filing Date	Patent No.	Expires	
Armenia	N-000261	8/10/93			
Azerbaijan	95/000563	7/30/91			
Belarus	732	7/30/91			
Brazil	PI9106732-4	7/30/91			
European Patent Office	91914256.2	7/30/91			
European Patent Office (Div.)	98105856.3	3/31/98			
Hong Kong (recording of EPO 91914256.2)	98113369.9	12/15/98			
Hong Kong (Div.) (recording of EPO 98105856.3)					
Finland	930454	7/30/91			
Ireland	2767/91	8/2/91			
Japan	513405/91	7/30/91			
Kazakhstan	932498.1	7/30/91			

VPI 90-01A (CIP) Series			
Country	Serial No.	Filing Date	Patent No.
Norway	930360	7/30/91	
Slovak Republic	PV59-93	7/30/91	
			Expires

Patents Exclusively Licensed  
To Altus As Of September 6, 2000

VPI 90-01A Series			
Country	Serial No.	Filing Date	Patent No.
Australia	83154/91	7/30/91	662104
Canada	2087730	7/30/91	2087730
Hungary (Pipeline)	P/P00666	6/30/95	211.21
Israel	99046	8/1/91	99046
Latvia	P-9307	7/30/91	10304
Lithuania	IP1077	7/30/91	3366
Madagascar	00021-94	11/29/94	00016
New Zealand (Div.)	264042	7/19/94	264042
Portugal	98564	8/2/91	98564
			Expires

VPI 90-01A Series					
Russia	93005166.13	7/30/91		2124052	
Singapore	9602857-6	2/22/96			
Turkmenistan	224	12/4/95		332	
Ukraine	93002104	9/9/93		27035	
Uzbekistan	IHAP9300764.2	10/18/93		5604	

VPI 90-01AAA CIP 3 Series			
Country	Serial No.	Filing Date	Expires
United States (FWC III)	08/474,968	6/7/95	5,801,022

VPI 90-01AAAA Series			
Country	Serial No.	Filing Date	Expires
Estonia	P9400274	11/14/94	03142
United States	08/017,510	2/12/93	5,618,710
United States (Con 1)	08/484,238	6/7/95	6,004,768
United States (Con 3)	08/484,978	6/7/95	6,011,001
United States (Con 4)	08/477,109	6/7/95	5,976,529
United States (Con 5)	08/476,267	6/7/95	5,849,296