

To the Honorable Commissioner of



ginal documents or copy thereof.

1. Name of conveying party(ies):  
INPHOGENE BIOCOMMUNICATIONS INC.

101586091

iving party(ies):

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State: DELAWARE  
Other:

Name: VENTURES WEST 7 LIMITED PARTNERSHIP  
Address: SUITE 280 - 1285 WEST PENDER STREET  
City: VANCOUVER State: BC CANADA Zip: V6E 4B1

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other: Canadian partnership

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: January 5, 2001

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

A. Trademark Application No.(s)  
76/102,930 76/102,931  
76/102,932

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) . . . . . \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

January 17, 2001  
Date

Total number of pages comprising cover sheet: [ 5 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

01/18/2001 DNGUYEN 00000206 76102930  
01 FC:481 40.00 UP  
02 FC:482 50.00 UP

**Box 2 Additional Receiving Parties:**

**VENTURES WEST 7 U.S. LIMITED PARTNERSHIP  
SUITE 280 – 1285 WEST PENDER STREET  
VANCOUVER BC CANADA V6E 4B1**

**Delaware limited partnership**

**BIRC CORPORATION  
SUITE 300, SOUTH TOWER 5811 COONEY ROAD  
RICHMOND BC CANADA V6X 3M1**

**Canadian corporation**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated January 5, 2001 is by and among Ventures West 7 Limited Partnership, Ventures West 7 U.S. Limited Partnership and BIRC Corporation (the "Lenders") on the one hand and Inphogene Biocommunications Inc., a Delaware corporation, (the "Grantor") on the other.

## WHEREAS:

A. The Lenders have agreed to purchase from the Grantor convertible secured debentures (the "Debentures") in the aggregate principal amount of CDN \$2,500,000 as described in the Subscription Agreement dated as of the date hereof between the Lenders and the Grantor (the "Subscription Agreement"), but only if the Grantor grants the Lenders a security interest in its intellectual property, including, without limitation, its Copyrights, Trademarks, Patents, and Mask Works (the "Intellectual Property Collateral").

B. The Grantor has granted the Lender a security interest in all of its right, title and interest, presently existing or later acquired to its personal property.


## NOW THEREFORE THIS AGREEMENT WITNESSETH that:


1. The Grantor grants the Lenders a security interest in all of its right, title and interest in its Intellectual Property Collateral (including, without limitation, the Trademarks listed on Schedule A attached hereto), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

2. This security interest is granted in conjunction with the security interest granted under the Debentures. The Lenders' rights and remedies in the security interest are in addition to those in the Debentures and otherwise granted to the Lenders, and those available in law or equity. The Lenders' rights powers and interests are cumulative with every right, power or remedy provided herein. The Lenders exercise of their rights, powers or remedies in this

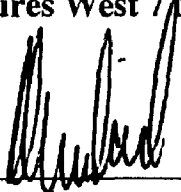
Agreement, the Subscription Agreement, the Debenture or any other document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

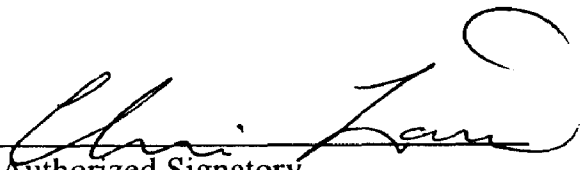
**VENTURES WEST 7 LIMITED PARTNERSHIP**  
By its general partner, Ventures West 7 Management Ltd.

Per:   
Authorized Signatory

Per:   
Authorized Signatory

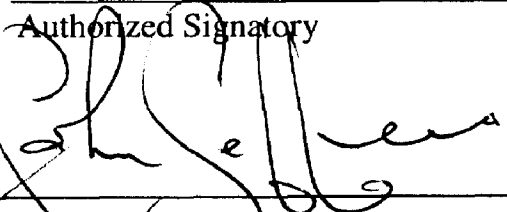
**VENTURES WEST 7 U.S. LIMITED PARTNERSHIP**  
By its manager, Ventures West 7 Management (International) Inc.

Per:   
Authorized Signatory

Per:   
Authorized Signatory

**INPHOGENE BIOCMMUNICATIONS INC.**

Per:   
Authorized Signatory

  
**BIRC CORPORATION**

# SCHEDULE A

## Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Inphogene (Word mark)	76102930	August 4, 2000
Inphogene Biocom (Word mark)	76102931	August 4, 2000
Inphogene Biocom Inc. (Word and design mark)	76102932	August 4, 2000

6148-15086-000001-21

RECORDED: 01/18/2001

TRADEMARK  
REEL: 002215 FRAME: 0394