

11-30-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

11-26-01

1. Name of conveying party(ies): INTRACEL CORPORATION
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PEG INTRACEL LENDING CO. LLC
Internal Address: c/o Pegasus Investors
Street Address: 99 River Road
City: Cos Cob State: CT Zip: 06807-2514
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company (Delaware)
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:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,211,538
2,263,900
NOV 26 2001
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Noel D. Humphreys
Internal Address:
Akin, Gump, Strauss, Hauer & Feld, LLP
Street Address: 590 Madison Avenue
Suite 1800
New York NY 10022
City: State: Zip:

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-1972
(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.
Noel D. Humphreys
Name of Person Signing Signature Date 11-19-01
Total number of pages including cover sheet, attachments, and document: 10

11/29/2001 TDIAZ1 00000099 501972 211538
01 FC:481 40.00 CH
02 FC:482 25.00 CH

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Question No. 1:

INTRACEL NETHERLANDS, B.V., a Netherlands Corporation

HUMAN ANTIBODY SCIENCES, INC., a Delaware Corporation

PERIMMUNE, INC., a Delaware Corporation

PERIMMUNE HOLDINGS, INC., a Delaware Corporation

Schedule 1
TO TRADEMARK SECURITY AGREEMENT
DATED NOVEMBER , 2001

INTRACEL CORPORATION
INTRACEL NETHERLANDS B.V.
HUMAN ANTIBODY SCIENCES, INC.
PERIMMUNE HOLDINGS, INC.
PERIMMUNE, INC.
TRADEMARKS

Registered Trademarks

Mark	Registration No.	Registration Date	Country Name	Int'l Class
ONCOVAX	609334	March 21, 1997	Benelux	
ONCOVAX	04,899,1996	August 30, 1996	Denmark	
ONCOVAX	203534	December 13, 1996	Finland	
ONCOVAX	97670460	March 26, 1997	France	
ONCOVAX	653407	February 14, 1996	International (EU)	
ONCOVAX	169210	December 29, 1995	Ireland	
ONCOVAX	181314	April 17, 1997	Norway	
ONCOVAX	315306	July 26, 1996	Sweden	
ONCOVAX	421397	December, 8, 1995	Switzerland	
ONCOVAX	2048779	December 14, 1995	United Kingdom	
HUMASPECT	2211538	Dec. 15, 1998	USA	5
ONCOVAX	2263900	July 27, 1999	USA	5

Trademark License

None

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Intracel Corporation, a Delaware corporation (“Intracel-Delaware”), and Intracel Netherlands B.V., a Netherlands corporation (“Intracel-Netherlands”) are the borrowers under that certain Secured Super-Priority Debtor in Possession Credit Agreement dated as of October 31, 2001 (the “Credit Agreement”); and

WHEREAS, Human Antibody Sciences, Inc. (“HASI”), PerImmune Holdings, Inc. (“PH”), and PerImmune, Inc. (PerImmune”), each a Delaware corporation, have agreed to guarantee the obligations of Intracel-Delaware and Intracel-Netherlands under the Credit Agreement; and

WHEREAS, Intracel-Delaware, Intracel-Netherlands, HASI, PH, and PerImmune are collectively referred to in this Trademark Security Agreement as the “Lien Grantor”; and

WHEREAS, in (i) the Credit Agreement, and (ii) certain other collateral documents (including this Trademark Security Agreement), the Lien Grantor has granted and/or is granting to the to PEG Intracel Lending Co. LLC (the “Grantee”) for Grantee’s benefit a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below), to secure the Lien Grantor’s Obligations (as defined in the Credit Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor’s Obligations (as defined in the Credit Agreement), a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each registered Trademark (as defined in the Credit Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License (as defined in the Credit Agreement), except for intercompany Trademark Licenses, to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or

injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, to take with respect to the Trademark Collateral any and all appropriate action that the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

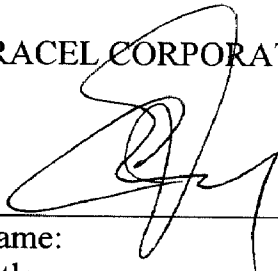
Except to the extent expressly permitted in the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interest granted by the Lien Grantor to the Grantee pursuant to the Credit Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of November, 2001.

INTRACEL CORPORATION

By: 
Name: _____
Title: _____

Acknowledged:

By: _____
Name:
Title: Secretary

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

I, Maria Marie-Bals, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that CHARLES LINDSAY, [] of [Intracel Corporation] (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such [], appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 20th day of November, 2001.

[Seal]

Maria Marie-Bals
Signature of notary public
My Commission expires 7/31/04

[Signature page to Trademark Security Agreement]

By: [Signature]
Name: M. G. Hanna D.
Title: CEO, President

Acknowledged:

By: _____
Name:
Title: Secretary

STATE OF Maryland)
COUNTY OF Montgomery) ss:

[Signature], Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that Michael G. Hanna [] of PerImmune Holdings, Inc.]
(the "Company"), personally known to me to be the same person whose name is subscribed to
the foregoing instrument as such [], appeared before me this day in person and acknowledged
that he signed, executed and delivered the said instrument as his own free and voluntary act and
as the free and voluntary act of said Company, for the uses and purposes therein set forth being
duly authorized so to do.

GIVEN under my hand and Notarial Seal this 20 day of November, 2001.

[Seal]

[Signature]

Signature of notary public
My Commission expires My Commission Expires
May 1, 2003

[Signature page to Trademark Security Agreement]

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