



Tab settings =>>> FINANCE SECTION

To the Honorable Commissioner of Patents and Trade.

102032506

Original documents or copy thereof.

1. Name of conveying party(ies):
 TISSUEINFORMATICS.INC. 3-7-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State OF PENNSYLVANIA
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 11, 2001

2. Name and address of receiving party(ies)
 Name: PNC Bank, National Association d.b.a.

VentureBank@PNC

Internal Address: Commercial Loan Service

Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh State: PA Zip: 15219

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National Association

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75421326

75777878

2348030

75741915

75826352

2420170

75741916

75827392

75741918

Additional number(s) attached Yes No

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

Name: Mark R. Leslie, Esq.

Internal Address: Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

Street Address: 535 Smithfield Street

City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved:.....9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

11-1110

(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.

Mark R. Leslie

Name of Person Signing

Signature

3/7/02

Date

Total number of pages including cover sheet, attachments, and document: 10

03/26/2002 LMUELLER 00000260 75421326

01 FC:481
02 FC:482

40.00 DP
200.00 DP

**RIDER TO SECURITY AGREEMENT -
TRADEMARKS**

THIS RIDER TO SECURITY AGREEMENT (this "**Rider**") is executed as of May 11, 2001, by and between **TISSUEINFORMATICS.INC**, a Pennsylvania corporation with an address at 711 Bingham Street, Suite 202, Pittsburgh, PA 15203 (the "**Grantor**") and **PNC BANK, N.A. d.b.a. VENTUREBANK@PNC** (the "**Bank**").

WITNESSETH:

WHEREAS, the Bank established a credit facility with the Grantor consisting of a \$500,000 revolving line of credit as evidenced by a Loan Agreement of even date herewith by and between the Bank and the Grantor (together with all extensions, renewals, amendments, substitutions or replacements, the "**Loan Agreement**"); and

WHEREAS, this Rider is incorporated into and made part of that certain Security Agreement between the Grantor and the Bank of even date herewith (together with all extensions, renewals, amendments, substitutions or replacements, the "**Security Agreement**") and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank (all such documents including this Rider and the Loan Agreement being collectively referred to as "**Loan Documents**"); and

WHEREAS, Schedule A attached hereto and made part hereof contains a list of all trademarks and service marks registered in the United States Patent and Trademark Office or for which an application for U.S. registration is pending (all such marks, in connection with the relevant goods and/or services, hereinafter referred to as the "**Trademarks**"); and

WHEREAS, the Bank desires to acquire a security interest in the Trademarks and any existing or subsequent registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying the same in a form that can be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and intending to be legally bound hereby, the parties covenant and agree as follows.

- 1. Capitalized Terms.** All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.
- 2. Grant of Security Interest.** The Grantor hereby grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks,

and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

3. **Representations and Warranties.** Subject to the disclosures set forth pursuant to the Loan Agreement, the Grantor represents, warrants and covenants that: (a) it has the right to use the Trademarks; (b) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (c) the Grantor has the unqualified right to enter into this Rider and perform its terms; (d) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as permitted by 15 U.S.C. §§ 1051-1127 in connection with its use of the registered Trademarks; and (e) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this Section 3 (e).

4. **Covenants.** The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to own and to have the exclusive right to use the Trademarks and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks, other than licensing in the ordinary course of business of products subject to the Trademarks, without prior written consent of the Bank.

7. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default

exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded by the Bank with the United States Patent and Trademark Office. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to conditionally assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the United States Patent and Trademark Office.

8. Prosecution of Trademark Applications. (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty, except with respect to any Trademarks that the Grantor shall reasonably determine is negligible to it, to use all commercially reasonable efforts to prosecute any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered material trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. Unless the Grantor discontinues the sale of the goods offered in connection with a Trademark, the Grantor shall not abandon any Trademark without the written consent of the Bank which consent shall not be unreasonably withheld, except with respect to any Trademark that the Grantor shall determine in good faith is of negligible economic value to it.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall

have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

9. **Subject to Security Agreement and Intercreditor Agreements.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought. This Rider shall also be subject to the rights of the Bank as set forth in the Intercreditor Agreements of even date herewith by and among the Bank, the Grantor and the existing creditors of the Grantor whose claims against the Grantor for borrowed money are subordinate to the indebtedness of the Grantor to the Bank.

10. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

11. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall immediately execute and deliver to the Grantor all documents, and take any and all actions, necessary to terminate the Bank's security interest in the Trademarks.

12. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

13. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

14. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAW RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

[Signature Page to Follow]

WITNESS the due execution of this Rider to Security Agreement - Trademarks as a document under seal, as of the date first written above, with the intent to be legally bound hereby.


ATTEST:

By: 

Print Name: DAVID SMITH

Title: VP, General Counsel & Secretary

TISSUEINFORMATICS, INC

By:  (SEAL)

Print Name: DENNIS I. METENY

Title: President + COO

PNC BANK, N.A. d.b.a.
VENTUREBANK@PNC

By: _____ (SEAL)

Print Name: _____

Title: _____

WITNESS the due execution of this Rider to Security Agreement - Trademarks as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ATTEST:

TISSUEINFORMATICS.INC

By: _____

By: _____ (SEAL)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

**PNC BANK, N.A. d.b.a.
VENTUREBANK@PNC**

By: *Grant Colombe* (SEAL)

Print Name: _____

Title: *Director*

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

TRADEMARK	APPLICATION OR SERIAL NO.	COUNTRY	REGISTRATION OR FILING DATE
GMFREE	SN: 75-827,392	US	Pending Filed: 10/19/99
GMOFREE	SN: 75-826,352	US	Filed: 10/19/99 Abandoned: 11/20/00
THE HUMAN TISSUE PROJECT	SN: 75-777,878	US	Pending Filed: 08/17/99
MINIMAL ESSENTIAL NORMAL UNITS/MENU	SN: 75-741,918	US	Filed : 07/01/99 Abandoned : 10/20/00
TISSUEINFORMATICS	SN: 75-741,916	US	Pending Filed: 07/01/99
THE TISSUE INFORMATION COMPANY	SN: 75-741,915	US	Pending Filed: 07/01/99
TII	SN: 75-421,331 RN: 2,348,030	US	Filed: 01/22/98 Registered: 05/09/00 Published: 02/15/00
MINIMAL ESSENTIAL NORMAL UNITS/MENU	SN: 75-421,326	US	Pending Filed: 01/22/98 Published: 06/22/99
TISSUEINFORMATICS.INC	SN: 75-421,325 RN: 2,420,170	US	Filed: 01/22/98 Registered: 01/09/01

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

The foregoing instrument was acknowledged before me this 19th day of September 2001, by David Smith, Vice President, General Counsel and Secretary of TissueInformatics.Inc, a Pennsylvania corporation, on behalf of the corporation.

My commission expires:

Notarial Seal
Christina M. Gilpin, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 18, 2003
Member, Pennsylvania Association of Notaries

Christina M. Gilpin
Notary Public

(Notarial Seal)

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: TISSUEINFORMATICS.INC.

For Trademark Applications/Registrations: 75/421,326; 75/741,915; 75/741,916; 75,741,918;75/777,878;
75/826,352; 75/827,392; 2,348,030; 2,420,170

Box: Assignment
Commissioner of Patents and Trademarks
Washington, DC 20231

EXPRESS MAIL CERTIFICATE

"Express Mail" label number EU150767376US

Date of Deposit March 7, 2002

I hereby certify that the following attached paper or fee

PTO FORM-1594
RIDER TO SECURITY AGREEMENT-TRADEMARKS
SCHEDULE A TO RIDER TO SECURITY AGREEMENT-TRADEMARKS
CHECK PAYABLE TO THE PTO

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231.

Patricia A. Mack
(Typed or printed name of person mailing paper or fee)
Patricia A. Mack
(Signature of person mailing paper or fee)

NOTE: Each paper must have its own certificate and the "Express Mail" label number as a part thereof or attached thereto. When, as here, the certification is presented on a separate sheet, that sheet must (1) be signed and (2) fully identify and be securely attached to the paper or fee it accompanies. Identification should include the serial number and filing date of the application as well as the type of paper being filed, e.g. complete application, specification and drawings, responses to rejection or refusal, notice of appeal, etc. If the serial number of the application is not known, the identification should include at least the name of the inventor(s) and the title of the invention.

NOTE: The label number need not be placed in each page. It should, however, be placed on the first page of each separate document, such as, a new application, amendment, assignment, and transmittal letter for a fee, along with the certificate of mailing by "Express Mail." Although the label number may be on checks, such a practice is not required. In order not to deface formal drawings it is suggested that the label number be placed on the back of each formal drawing or the drawings be accompanied by a set of informal drawings on which the label number is placed.

(Express Mail Certificate [8-3])