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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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.

## 1. Name of conveying party(ies):

Avirex Ltd.  
33-00 47th Avenue  
Long Island, NY 11101

5-24-02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ 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: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: HSBC Bank USA

Internal

Address: \_\_\_\_\_

Street Address: 452 Fifth Avenue, 4th FloorCity: New York State: NY Zip: 10018

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

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) 75556463, 2199758,2176570, 2013721, 1747597, 1559615, 1291156Additional number(s) attached ☒ Yes ☐ No

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

Name: HSBC Bank USA

Internal Address: \_\_\_\_\_

Street Address: 452 Fifth Avenue, 4th FloorCity: New York State: NY Zip: 10018

## 6. Total number of applications and registrations involved: \_\_\_\_\_

7

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_



05-24-2002

U.S. Patent &amp; TMO/TM Mail Rpt Dt. #72

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## 9. Signature.

ROBERT ROSENBERG, ESQ.

Name of Person Signing

Signature

5/24/02

Date

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

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

TRADEMARK  
REEL: 002579 FRAME: 0466

<u>Reg or App #</u>	<u>Reg or Filing Date</u>	<u>Mark</u>
75556463	9/23/98 (ITU allowance)	AVIREX
2199758	10/27/98	AVIREX
2176570	7/28/98	AVIREX
2013721	11/5/96	AVIREX
1747597	1/19/93	AVIREX
1559615	10/10/89	AVIREX
1291156	8/21/84	AVIREX

TRADEMARK ASSIGNMENT OF SECURITY

PA

WHEREAS, Avirex, Ltd., a corporation formed under the laws of the State of New York, located at Avirex Ltd., 33-00 47<sup>th</sup> Avenue, Long Island City, NY 11101 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to HSBC Bank USA ("Lender") pursuant to (i) a Demand Promissory Note, dated the date hereof, and (ii) a Security Agreement made by the Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

May 14, 2002

Witness:

[Signature]  
C. H. HARRIS

AVIREX, LTD.

By:

[Signature]  
Name: JEFFREY M. CLYMAN  
Its: PRESIDENT

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 14 day of May, 2002, before me personally came Jeffrey M. Clyman, to me known, who, being by me duly sworn, did depose and say that s/he is the President of Avirex, Ltd., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

[Signature]  
ROSEMARY DEGNAN  
No. 01DE4809658  
Notary Public, State of New York  
Qualified in Nassau County  
Commission Expires Feb 28 2007