

12-04-2002

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



102300365

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): **11-25-02**  
**Trivirix International, Inc.**  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: **Comerica Bank-California**  
Internal  
Address: **5 Palo Alto Square, Ste. 800**  
Street Address: **3000 El Camino Real**  
City: **Palo Alto** State: **CA** Zip: **94306**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **California**  
 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

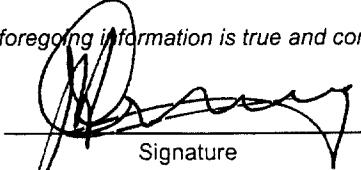
3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: **August 29, 2002**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
**2,412,408**      **2,475,227**  
**2,423,207**  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Susan Yeargan**  
Internal Address: **Comerica Bank-California**  
Street Address: **4309 Emperor Blvd., Ste. 100**  
City: **Durham** State: **NC** Zip: **27703**

6. Total number of applications and registrations involved: **Three** 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.*  
**John C. Henry, Esq.**            **11/22/02**  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 7

12/03/2002 LMJELLER 00000137 2412408

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

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

TRADEMARK  
REEL: 002628 FRAME: 0328

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 29, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and TRIVIRIX INTERNATIONAL, INC., a North Carolina corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all Intellectual Property Collateral, including, without limitation, Copyrights, Trademarks and Patents, to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

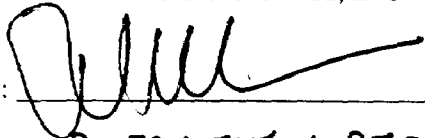
Address of Grantor:

100 Europa Drive, Suite 520  
Chapel Hill, NC 27514

Attn: Richard M. West, President & CEO

GRANTOR:

TRIVIRIX INTERNATIONAL, INC.

By:   
Title: PRESIDENT + CEO

Address of Bank:

333 W. Santa Clara Street  
San Jose, CA 95113

Attn: Corporate Banking Center

BANK:

COMERICA BANK-CALIFORNIA

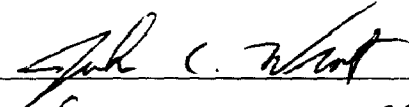
By:   
Title: Commercial Loan Officer

EXHIBIT A

Copyrights

Description

None

Registration  
Number

Registration  
Date

EXHIBIT B

Patents

Description

None

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

Description

TRIVIRIX INTERNATIONAL  
BUILDING ALLIANCES ONE DEVICE AT A TIME  
ALLIANCENET

Registration/  
Application  
Number

2,412,408  
2,423,207  
2,475,227

Registration/  
Application  
Date

12/12/2000  
1/23/2001  
8/7/2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into by and between COMERICA BANK-CALIFORNIA ("Bank") a corporation ("Grantor").

August 29, 2002 by and between COMERICA BANK-CALIFORNIA, INC., a North Carolina

A. Bank has granted to Grantor an accommodation to Grantor's obligations under the Loan Agreement by and between Grantor and Bank (the "Loan Agreement") or supplemented from time to time by amendments to the Loan Agreement.

B. Bank is willing to grant to Grantor a security interest in its Copyrights, Trademarks and Patents.

C. Pursuant to the terms of the Loan Agreement, Grantor's right, title and interest in its Intellectual Property Collateral.

*Please stamp and return in enclosed self-addressed stamped envelope. Thank you.*

Grantor agrees to provide to Bank certain financial information that certain Loan and Security Agreements and the Loan Agreement herein are used as defined in the Loan Agreement.

Grantor agrees, as a condition, among others, that Grantor shall provide, including, without limitation, to Bank the information set forth in the Loan Agreement.

Grantor grants to Bank a security interest in all of its Intellectual Property Collateral, to and under all of the

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

100 Europa Drive, Suite 520  
Chapel Hill, NC 27514

Attn: Richard M. West, President & CEO

GRANTOR:

TRIVIRIX INTERNATIONAL, INC.

By: 

Title: PRESIDENT + CEO

BANK:

COMERICA BANK-CALIFORNIA

By: 

Title: Commercial Loan Officer

Address of Bank:

333 W. Santa Clara Street  
San Jose, CA 95113

Attn: Corporate Banking Center



EXHIBIT A

Copyrights

Description

None

Registration  
Number

Registration  
Date

EXHIBIT B

Patents

Description

None

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

Description

TRIVIRIX INTERNATIONAL  
BUILDING ALLIANCES ONE DEVICE AT A TIME  
ALLIANCENET

Registration/  
Application  
Number  
2,412,408  
2,423,207  
2,475,227

Registration/  
Application  
Date  
12/12/2000  
1/23/2001  
8/7/2001