



Tab settings

To the Honorable Commissioner of Patents

102506861

original documents or copy thereof.

1. Name of conveying party(ies): 7.18.03
SYNX PHARMA INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Province of Ontario, Canada
 Other _____

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

2. Name and address of receiving party(ies):
THE CANADA TRUST COMPANY
 Canadian Pacific Tower
 100 Wellington Street West, 4th Floor
 Toronto, Ontario M5K 1A2
 Canada

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - Canada
 Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No (not required)
 (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: July 4, 2003

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s)
 76/348,847 76/266,423 76/266,422

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: **GLENN A. GUNDERSEN**
DECHERT LLP
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

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
 (Including any underpayment)

8. Deposit account number: 04-0475
 (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.

Terence A. Dixon July 16, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [13]

RECEIVED IN RECORDS
 FINANCE SECTION
 2003 JUL 18 AM 7:28

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

07/23/2003 ECDPER 00000030 040475 76348847

TRADEMARK
REEL: 002784 FRAME: 0057

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS IS AN INTELLECTUAL PROPERTY SECURITY AGREEMENT

(“**Agreement**”) made as of July 4, 2003 between **SYNX PHARMA INC.**, a corporation existing under the laws of the Province of Ontario (the “**Corporation**”), and **THE CANADA TRUST COMPANY**, a trust company incorporated under the laws of Canada and duly authorized to carry on trust business in the Province of Ontario, located at Canadian Pacific Tower, 100 Wellington Street West, 4th Floor, Toronto, Ontario M5K 1A2, Attention: Vice-President, Corporate Trust and Registered Plan Trust Services, acting in its capacity as trustee (in such capacity together with its successors and assigns from time to time in such capacity the “**Trustee**”) pursuant to that certain Trust Indenture dated as of July 4, 2003 (such Trust Indenture as it may from time to time be supplemented, amended, consolidated or restated being the “**Trust Indenture**”) between the Corporation, as issuer, and the Trustee, as trustee.

RECITALS

(A) The Corporation and the Trustee have entered into the Trust Indenture.

(B) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to such terms in the Trust Indenture.

(C) Pursuant to the terms of the Trust Indenture, the Corporation has granted to the Trustee a Charge on all Intellectual Property Rights of the Corporation and all products and proceeds thereof to secure the payment of the Indenture Liabilities.

NOW, THEREFORE, in consideration of \$10.00 now paid by the Trustee to the Corporation and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as general and continuing security for the due payment and performance of all Indenture Liabilities, the Corporation hereby charges, as and by way of a floating charge, to and in favour of the Trustee for the benefit of the Trustee and the Holders (subject, however, to the provision of Section 6.3 (Exceptions from Indenture Charges) of the Trust Indenture), all of the Corporation’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 “**Intellectual Property Collateral**”), whether presently existing or hereafter created or acquired:

- (a) all present and future (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, designs, logos, indicia, and/or other source and/or business identifiers of or used by the Corporation, all prints and labels on which any of the foregoing have appeared or appear, and all registrations and recordings thereof or applications for registrations now or in the future issued thereon throughout the world, (ii) all reissues, extensions or renewals thereof and the right (but not the obligation) to register a claim under a trademark and to renew and extend such trademarks; (iii) all licenses and rights in and any written agreement granting the Corporation any right to use any of the foregoing; (iv) all income, royalties, damages and

payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages or payment for past, present and future infringements of any of the foregoing; (v) the right (but not the obligation) to sue for past, present and future infringements of the foregoing; (vi) all common law rights and rights corresponding to any of the foregoing throughout the world; and (vii) all goodwill associated with or symbolized by any of the foregoing; including all such Intellectual Property Rights listed in Schedule A to this Agreement;

- (b) all present and future (i) common law and/or statutory copyrights (including copyrights for computer programs), rights and interests of every kind and nature in copyrights and works protectable by copyright of the Corporation or in which the Corporation has any right, title or interest, whether now owned or hereafter created or acquired and renewals and extensions of copyrights, (ii) the right (but not the obligation) to make publication thereof for copyright purposes, to register claim upon copyright and the right (but not the obligation) to renew and extend such copyrights, (iii) all licenses and rights in and any written agreement now or hereafter in existence granting to the Corporation any right to use any of the foregoing, (iv) the right (but not the obligation) to sue in the name of the Corporation for past, present and future infringements of any such properties, (v) all books, records, writings, computer tapes or disks, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; (vi) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past, present and future infringements of any such properties, (vii) all common law rights and rights corresponding to any of the foregoing throughout the world; (viii) all goodwill associated with or symbolized by any of the foregoing; including all such Intellectual Property Rights listed in Schedule B to this Agreement;
- (c) all present and future (i) unpatented inventions (whether or not patentable) of the Corporation or in which the Corporation has any right, title or interest, all patents and patent applications and the inventions and improvements described and claimed therein of the Corporation or in which the Corporation has any right, title or interest; (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (iii) all licenses and rights in and all written agreements granting the Corporation any right to use any invention on which a patent is in existence; (iv) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including damages or payments for past, present and future infringements of any of the foregoing; (v) all books, records, writings, computer tapes or disks, flow diagrams, specification sheets and other physical manifestations, embodiments or incorporations of any of the foregoing; (vi) the right (but not the obligation) to sue for past, present and future infringements of any of the foregoing; (vii) all common law rights and rights corresponding to any of the foregoing throughout the world; and (viii) all goodwill associated with any

of the foregoing; including all such Intellectual Property Rights listed in Schedule C to this Agreement;

- (d) all present and future (i) industrial designs, industrial design applications and registered industrial designs of the Corporation or in which the Corporation has any right, title or interest; integrated circuit topographies of the Corporation or in which the Corporation has any right, title or interest; and the inventions and improvements described and claimed therein of the Corporation or in which the Corporation has any right, title or interest; (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (iii) all licenses and rights in and all written agreements granting the Corporation any right to use any invention on which an industrial design or integrated circuit topography is in existence; (iv) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including damages or payments for past, present and future infringements of any of the foregoing; (v) all books, records, writings, computer tapes or disks, flow diagrams, specification sheets and other physical manifestations, embodiments or incorporations of any of the foregoing; (vi) the right (but not the obligation) to sue for past, present and future infringements of any of the foregoing; (vii) all common law rights and rights corresponding to any of the foregoing throughout the world; and (viii) all goodwill associated with any of the foregoing; including all such Intellectual Property Rights listed in Schedule D to this Agreement;
- (e) to the extent not otherwise included in the foregoing, all present and future trade secrets and other confidential or proprietary information relating to the business of the Corporation, including, by way of illustration and not limitation, each and every kind of know-how practised by the Corporation and its employees; the names and addresses of, and credit and other business information concerning, the Corporation's past, present or future customers as they may exist from time to time; the prices which the Corporation obtains for its services or at which it sells merchandise; estimating and cost procedures; profit margins; policies and procedures pertaining to the sales and services furnished by the Corporation; information concerning suppliers of the Corporation and manner of operation, business plans, projections, and all other information of any kind or character, whether or not reduced in writing, with respect to the conduct by the Corporation of its business not generally known by the public, now or hereafter existing; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by the Corporation against third parties for past, present or future (a) infringement, dilution or breach of any Intellectual Property Collateral, including, without limitation, any Intellectual Property Right referred to in Schedules A, B, C or D; or (b) injury to the goodwill associated with any Intellectual Property Collateral.

The Charges contained in this Agreement are granted in conjunction with the Charges granted to the Trustee pursuant to the Trust Indenture.

The Corporation hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the Charges in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Trust Indenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS OF WHICH, the Corporation and the Trustee have executed this Agreement as of the date indicated on the first page of this Agreement.

SYNX PHARMA INC.

by: 

name: Dr. George Jackowski
title: Chairman, Chief Executive Officer and Chief Scientific Officer

by: 

name: Eugene Bertoluzzi
title: Executive Vice President, Business Development, Secretary and Chief Financial Officer

THE CANADA TRUST COMPANY

by: 

name: MARY ALLAN
title: AUTHORIZED SIGNATORY

by: 

name: RICHARD MORGAN
title: AUTHORIZED SIGNATORY

Schedule A

List of Trade-marks

SYN X PHARMA, INC. -Trade-marks

CANADA

Title:	Application/Registration No.:
PDP	1,106,108
PROTEOMICS DISCOVERY PLATFORM	1,106,107

UNITED STATES

Title:	Application/Registration No.:
NEXUS DX	76/348,847
PDP	76/266,423
PROTEOMICS DISCOVERY PLATFORM	76/266,422

Schedule B

List of Copyrights

Nil

Schedule C

List of Patents

SYN X PHARMA, INC. – Registered Patents

CANADA

No:	Title:
2,263,063	METHOD FOR DIAGNOSING AND DISTINGUISHING STROKE AND DIAGNOSTIC DEVICES FOR USE THEREIN

UNITED STATES

Application No.:	Issued No.:	Title:
09/946,171	6,461,828	CONJUNCTIVE ANALYSIS OF BIOLOGICAL MARKER EXPRESSION FOR DIAGNOSING ORGAN FAILURE
09/842,079	6,451,547	PROCESS FOR DIFFERENTIAL DIAGNOSIS OF ALZHEIMER'S DEMENTIA AND DEVICE THEREFOR
09/510,070	6,235,489	METHOD FOR DIAGNOSING AND DISTINGUISHING STROKE AND DIAGNOSTIC DEVICES FOR USE THEREIN

SYN X PHARMA, INC. – Pending United States Patent Applications

07/21/00	09/621592	Method For Diagnosing and Distinguishing Stroke and Diagnostic Devices for Use Therein	G. Jackowski	SynX
08/24/01	09/939538	Conjunctive Analysis of Biological Marker Expression For Diagnosing Organ Failure	G. Jackowski E. Stanton	SynX
04/30/01	09/846341	Method for Monitoring and Validating Stress Induction of Disease State	G. Jackowski E. Stanton	SynX
04/30/01	09/846346	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1998 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846351	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1845 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
08/27/01	09/940698	Method for Diagnosing and Distinguishing Traumatic Brain Injury and Diagnostic Devices for use Therein	G. Jackowski M. Takahashi E. Stanton M. Davey	SynX
04/30/01	09/846352	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1097 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845,725	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1206 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845731	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1211 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845715	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1348 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845729	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1350 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846347	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1406 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845726	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1424 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX

04/30/01	09/846349	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1449 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845719	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1465 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845764	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1521 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845738	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1562 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845730	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1690 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845735	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1777 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845739	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1793 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846345	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1865 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846343	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1896 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845727	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 1949 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846344	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 2021 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/845736	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 2056 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX

04/30/01	09/846348	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 2267 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846328	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 2753 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
04/30/01	09/846329	Biopolymer Marker Indicative of Disease State Having a Molecular Weight of 2937 Daltons	G. Jackowski B. Thatcher J. Marshall J. Yantha T. Vrees	SynX
05/16/01	09/859,559	A Method of Treatment of Alzheimer's Disease and Device Therefor	G. Jackowski S. Furesz	SynX
09/17/01	09/954972	Diagnosis and Treatment of Early Pre-Type-1 Diabetes Utilizing Glial Fibrillary Acidic Protein	G. Jackowski L. Xiaomao	SynX
10/04/01	09/971740	Process for Differential Diagnosis of Alzheimer's Dementia and Device Thereof	G. Jackowski M. Takahashi	SynX
11/23/01	09/993298	Protein Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/991797	IG Lambda Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993368	PEDF Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/991799	Plasma Protease C1 Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993288	Protein Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/992672	Protein Biopolymer Markers Indicative of Age Matched Control	G. Jackowski J. Marshall	SynX
12/13/01	10/020,008	Apolipoprotein Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/994909	Complement C3 Precursor Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993399	Cene-E Biopolymer Marker Indicative of Age Matched Control	G. Jackowski J. Marshall	SynX
11/23/01	09/993289	Fibronectin Precursor Biopolymer Marker Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993364	HP and Apolipoprotein Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993304	IG Heavy Chain, IG Kappa, IG Lambda Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993344	Glycoprotein and Apolipoprotein Biopolymer Markers Predictive of Alzheimers Disease	G. Jackowski J. Marshall	SynX
11/23/01	09/993392	Protein Biopolymer Markers Predictive of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/993343	Globin Biopolymer Markers Indicative of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/993295	Macroglobulin Biololymer Markers Indicative of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/21/01	09/992067	Interalpha Trypsin Inhibitor Biopolymer Markers Indicative of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/21/01	09/993366	Apolipoprotein Biopolymer Makers Predictive of Insulin Resistance	G. Jackowski J. Marshall	SynX

11/23/01	09/993290	Complement C3 Precursor Biopolymer Markers Indicative of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/993365	Fibronectin and Fibrinogen Biopolymer Markers Indicative of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/991800	HP Biopolymer Markers Predictive of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/991795	Inter Alpha Trypsin Inhibitor Biopolymer Markers Indicative of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/991627	Protein Biopolymer Markers Predictive of Insulin Resistance	G. Jackowski J. Marshall	SynX
11/23/01	09/993300	Apolipoprotein Biopolymer Marker Indicative of Normal Human	G. Jackowski J. Marshall	SynX
11/23/01	09/993287	Complement C3 Precursor Biopolymer Markers Predictive of Type II Diabetes	G. Jackowski J. Marshall	SynX
11/23/01	09/991796	Fibrinogen Biopolymer Markers Predictive of Type II Diabetes	G. Jackowski J. Marshall	SynX
11/23/01	09/993393	Protein Biopolymer Markers Predictive of Type II Diabetes	G. Jackowski J. Marshall	SynX
11/23/01	09/991809	Apolipoprotein Biopolymer Markers Predictive of Type II Diabetes	G. Jackowski J. Marshall	SynX
12/20/01	10/032229	Diagnosis and Treatment of Dementia Utilizing Thrombospondin	G. Jackowski R. Zhang	SynX
04/12/02	10/123,088	Haptoglobin Fragment Diagnostic of Alzheimers Disease	G. Jackowski R. Zhang G. Brothers I. Kireeva L. Barker D. Pinchev	SynX
08/30/02	10/231,660	Amino Acid Sequence Pattern Matching	W. Zhu J. Marshall C. Smith R. Zhang	SynX
09/17/02	10/246,383	Process for Differential Diagnosis of Alzheimer's Dementia in Patients Exhibiting Mild Cognitive Impairment	G. Jackowski M Takahashi	SynX
11/18/02	10/299,977	Polyclonal-Polyclonal Elisa Assay for Detecting N-Terminus proBNP	Davey, M. Jackowski, G Stanton, E. Kupchak, P.	SynX
11/18/02	10/300,733	Polyclonal-Monoclonal Elisa Assay fr Detecting N-Terminus pro-BNP	Davey, M. Jackowski, G Stanton, E. Kupchak, P.	SynX
12/20/02	10/325,162	Method of Confirming the Presence of Myocardial Infarction	P. Kupchak G. Jackowski J. Marshall	SynX
12/30/02	10/334,701	A Method for Retarding or Precluding Alzheimer's Dementia	G. Jackowski S. Furesz	SynX
02/04/03	10/359,028	Calibrator for NT-pro-BNP Immunoassay	Alvi, A. Yajima, W. Sikora, R. Jackowski, G Hong, M	SynX

Schedule D

List of Industrial Designs

Nil