

07-31-2003

1-FORM PTO-1594 (modified) RE  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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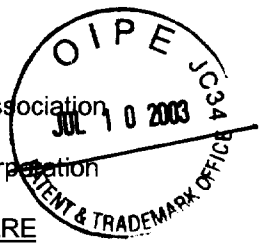
U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
**HealthCare Ventures VI, L.P.**

Individual       Association  
 General Partnership       Corporation  
 Limited Partnership: DELAWARE  
 Other:

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



2. Name and address of receiving party(ies):  
Name: Advancis Pharmaceutical Corporation

Street Address: 656 Quince Orchard Road  
Suite 220  
Gaithersburg, Maryland 20878

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership of: \_\_\_\_\_  
 Limited Partnership of: \_\_\_\_\_  
 Corporation: DELAWARE  
 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: Release of Security Interest

Execution Date: July 2, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/291,066    76/322,756    76/389,918  
76/389,919    76/484,147    78/077,941

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: Raymond Millien, Esq.  
Internal Address: PIPER RUDNICK LLP  
Street Address: 1200 Nineteenth Street, NW  
City: Washington State: DC ZIP: 20036

07/30/2003 6TON11 00000240 76291066

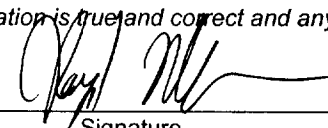
6. Total number of applications and registrations involved: ..... **6**

7. Total fee (37 C.F.R. § 3.41). . . . . \$ 165.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
501150

(Attach duplicate copy of this page if paying by deposit account)

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.

Raymond Millien, Esq.            07/10/2003  
Name of Person Signing      Signature      Date

Total no. of pages incl. cover sheets, attachments, and document: 8

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This is a Release Of Security Interest In Intellectual Property Rights ("Release"), entered into this 2<sup>nd</sup> day of July, 2003, by and between:

**HealthCare Ventures VI, L.P.**, a limited partnership, having a place of business at 44 Nassau Street, Princeton, New Jersey 08542, on behalf of itself and the other Lenders as the Collateral Agent (collectively, the "Secured Party"); and

**Advancis Pharmaceutical Corporation**, a Delaware Corporation, having a place of business at 656 Quince Orchard Road, Suite 220, Gaithersburg, Maryland 20878 (the "Debtor").

WHEREAS, the Secured Party and Debtor entered into an agreement titled *Intellectual Property Security Agreement*, dated March 28, 2003 (the "Security Agreement"), which was filed for recordation with the United States Patent and Trademark Office on May 22, 2003, with respect to the pending United States patent applications listed on **Exhibit A** (the "Patents") and the pending United States trademark applications listed on **Exhibit B** (the "Trademarks");

WHEREAS, the capitalized terms used, but defined herein, are defined in the Security Agreement; and

WHEREAS, the Secured Party and Debtor are desirous of terminating the Security Agreement and releasing the security interest in the Intellectual Property Collateral created therein, and assigning any rights Secured Party may have acquired in the Intellectual Property Collateral, including the Patents and Trademarks, back to Debtor.

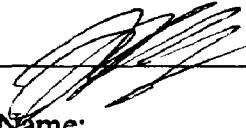
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Secured Party and Debtor agree as follows:

1. The Security Agreement is terminated, the security interest created therein is released in its entirety, and any rights of the Secured Party in the Intellectual Property Collateral, including the Patents and the Trademarks, are assigned to Debtor without any representations or warranties as to title or any other matter whatsoever.
2. Debtor presently and hereafter holds title to the Intellectual Property Collateral, including the Patents and the Trademarks, in the same manner as would have been the case if the Security Agreement had never been entered into.
3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction.

4. This Release shall be binding upon Secured Party and its respective successors and assigns, and shall inure to the benefit of the Debtor and Debtor's heirs, administrators, successors and assigns.
5. Except to the extent governed by Federal law, this Release shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer on the date first set forth above:

**HealthCare Ventures VI, L.P.:**

By:   
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

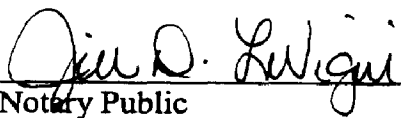
**Jeffrey Steinberg**  
**Administrative Partner of**  
**HealthCare Partners VI, L.P.**  
**The General Partner of**  
**HealthCare Ventures VI, L.P.**

STATE OF New Jersey )  
 )  
 )  
 )  
 )  
 COUNTY OF Ocean )

ss.

BE IT REMEMBERED, that on July 1, 2003 before me, the subscriber, a Notary Public in and for said State and County, personally appeared Jeffrey B. Steinberg, a duly authorized officer of **HealthCare Ventures VI, L.P.**, who executed the foregoing Release on behalf of such entity and acknowledged the signing thereof to be his/her voluntary act and deed, and the voluntary act and deed of such entity for the uses and purposes mentioned therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.

  
 Notary Public

Printed Name: Jill D. Livigni

[seal]

My County of Residence is: Ocean  
 My Commission Expires: \_\_\_\_\_

**JILL D. LIVIGNI**  
**Notary Public of New Jersey**  
**My Commission Expires 02-23-2004**

**EXHIBIT A TO RELEASE - PATENTS**

<b>PATENT DESCRIPTION</b>	<b>APPLICATION NUMBER</b>	<b>COUNTRY OR REGION</b>	<b>FILING DATE</b>
<b>Palatable Antibiotic Delivery</b>			
Antibiotic Composition	60/184,546	US	02/24/00
Antibiotic Product, Use and Formulation Thereof	09/687,229	US	10/13/00
Antibiotic Product, Use and Formulation Thereof	09/792,092	US	02/22/01
Antibiotic Product, Use and Formulation Thereof		US	12/20/02
Antibiotic Product, Use and Formulation Thereof	10/211,039	US	08/02/02
Antibiotic Product, Use and Formulation Thereof	10/325,780	US	12/20/02
Antibiotic Product, Use and Formulation Thereof		PCT	12/20/02
Therapeutic Product, Use and Formulation Thereof	PCT/US01/05758	PCT	02/23/01
Delayed Release Antibiotic Product, Use and Formulation Thereof		US	TBD
Antibiotic Product, Use and Formulation Thereof	10/027,609	US	12/20/01
Erythromycin Antibiotic Product, Use and Formulation Thereof	10/028,595	US	12/20/01
Metronidazole Antibiotic Product, Use and Formulation Thereof	10/027,866	US	12/20/01
Tetracycline Antibiotic Product, Use and Formulation Thereof	10/028,590	US	12/20/01
Methods of Disease Treatment using Metal-Complexed Tetracycline Antibiotics	60/355,560	US	2/7/02
Methods of Disease Treatment using Metal-Complexed Tetracycline Antibiotics	10/359,388	US	2/5/03
Methods of Disease Treatment using Metal-Complexed Tetracycline Antibiotics	PCT/US03/03588	PCT	2/6/03

Fluroquinolone Antibiotic Product, Use and Formulation Thereof	10/027,837	US	12/20/01
Levofloxacin Antibiotic Product, Use and Formulation Thereof	PCT/US02/40809	PCT	12/20/02
Levofloxacin Antibiotic Product, Use and Formulation Thereof	10/027,366	US	12/20/01
<b>Pulsatile Antibiotic Combination</b>			
Antibiotic Composition	60/184,545	US	02/24/00
Antibiotic Composition	09/791,983	US	02/23/01
Antibiotic and Antifungal Compositions	PCT/US01/05856	PCT	02/23/01
Amoxicillin & Clarithromycin Antibiotic Composition	10/093,321	US	3/7/02
Amoxicillin & Dicloxacillin Antibiotic Composition	10/092,854	US	3/7/02
Ciprofloxacin & Metronidazole Antibiotic Composition	10/092,858	US	3/7/02
Cephalosporin & Metronidazole Antibiotic Composition	10/092,811	US	3/7/02
Tetracycline & Doxycycline Antibiotic Composition	10/093,214	US	3/7/02
<b>Pulsatile Antibiotic with Beta-Lactamase Inhibitor</b>			
Antibiotic Composition with Inhibitor	60/184,582	US	02/24/00
Antibiotic Composition with Inhibitor	09/791,536	US	02/23/01
Antibiotic Composition with Inhibitor	PCT/US01/05984	PCT	02/23/01
<b>Pulsatile Antiviral Delivery</b>			
Antiviral Product, Use and Formulation Thereof	09/687,237	US	10/13/00
Antiviral Product, Use and Formulation Thereof	09/791,906	US	02/22/01
Antiviral Product, Use and Formulation Thereof	10/288,000	US	11/05/02
Pulsatile Antiviral plus immunomodulator Combination			TBD
Pulsatile Antiviral plus adjuvant Combination			TBD

Delayed Release Antiviral Product, Use and Formulation Thereof	10/211,729	US	08/02/02
<b>Pulsatile Antifungal Delivery</b>			
Antifungal Product, Use and Formulation Thereof	09/687,236	US	10/13/00
Antifungal Product, Use and Formulation Thereof	09/792,189	US	02/22/01
Antifungal Product, Use and Formulation Thereof	10/292,617	US	11/12/02
Delayed Release Anti-Fungal product, Use and Formulation Thereof	10/211,682	US	08/02/02
<b>Pulsatile Antifungal Combination</b>			
Antifungal Composition	09/791,284	US	02/23/01
Antifungal Composition	10/320,113	US	12/16/02
Antifungal Composition	PCT/US01/05856	PCT	2/23/01
<b>Pulsatile Oncology Agent Delivery</b>			
Antineoplastic Product, Use and Formulation Thereof	09/687,235	US	10/13/00
Antineoplastic Product, Use and Formulation Thereof	09/791,905	US	02/22/01
Delayed Release Antineoplastic Product, Use and Formulation Thereof	10/211,035	US	08/02/02
Antineoplastic Product, Use and Formulation Thereof	10/274,931	US	10/21/02
<b>Pulsatile Parenteral Delivery</b>			
Therapeutic Agent Delivery	09/788,965	US	02/20/01
<b>Clarithromycin Extended Release Tablet Formulation</b>			
Extended Release Erythromycin Derivatives	09/689,988	US	10/13/00
Extended Release Erythromycin Derivatives	PCT/US01/32055	PCT	10/12/01
<b>Pulsatile Immunogenic for Improved Resistance</b>			
Pulsatile Immunogenic for improved resistance		US	TBD
Pulsatile Immunogenic and immunomodulator for improved resistance			TBD

**EXHIBIT B TO RELEASE - TRADEMARKS**

<b><u>TRADEMARK DESCRIPTION</u></b>	<b><u>COUNTRY</u></b>	<b><u>SERIAL NO.</u></b>	<b><u>REG. NO.</u></b>	<b><u>STATUS</u></b>
ADVANCIS	U.S.	76/291,066, filed on July 27, 2001		Application Opposition Pending
ADVANCIS PHARMACEUTI CAL CORP. (and the Sun Design)	U.S.	76/322,756, filed on October 9, 2001		Application was published for opposition on February 18, 2003
MAPS	U.S.	76/389,919, filed on March 29, 2002		Application was published for opposition on December 31, 2002
MULTIPULSE ABSORPTION PREDICTION SYS	U.S.	76/389,918, filed on March 29, 2002		Application remains pending
PULSYS	U.S.	76/077,941, filed on August 7, 2001		Application was published for opposition on January 7, 2003. A request for an extension of time to file a Notice of Opposition has been filed by Baxter International Inc.
REDEFINING THE PARADIGM [IN INFECTIOUS DISEASES]	Common law trademark			No application has been filed for this mark at the U.S. Patent and Trademark Office
CLARAMOX	U.S.	76/484,147, filed on January 22, 2003		Application is awaiting examination by the USPTO