

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-----------------------|
| Aegis Analytical Corporation | | 02/20/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Merck Capital Ventures, LLC |
| Street Address: | 101 Paragon Drive |
| City: | Montvale |
| State/Country: | NEW JERSEY |
| Postal Code: | 07645 |
| Entity Type: | Limited Liability Company: DELAWARE |

| | |
|-------------------|-------------------------------------|
| Name: | 3i Technology Partners L.P. |
| Street Address: | 4005 Miranda Avenue |
| Internal Address: | Suite 175 |
| City: | Palo Alto |
| State/Country: | CALIFORNIA |
| Postal Code: | 94304 |
| Entity Type: | LIMITED PARTNERSHIP: UNITED KINGDOM |

| | |
|-------------------|------------------------------|
| Name: | S.R. One Limited |
| Street Address: | 200 Barr Harbor Drive |
| Internal Address: | #250, Four Tower Bridge |
| City: | West Conshohocken |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19428-2977 |
| Entity Type: | Business Trust: PENNSYLVANIA |

| | |
|-----------------|----------------------|
| Name: | Future Capital AG |
| Street Address: | Westendstrasse 16-22 |
| City: | Frankfurt am Main |
| State/Country: | GERMANY |

OP \$265.00 2546831

| | |
|--------------|----------------------|
| Postal Code: | D-60325 |
| Entity Type: | CORPORATION: GERMANY |

| | |
|-------------------|-----------------------------------|
| Name: | Lafayette Equity Fund |
| Street Address: | 655 15th Street NW |
| Internal Address: | Suite 825 |
| City: | Washington |
| State/Country: | DISTRICT OF COLUMBIA |
| Postal Code: | 20005 |
| Entity Type: | PARTNERSHIP: DISTRICT OF COLUMBIA |

| | |
|-------------------|-------------------------------------|
| Name: | Riverside Holdings, LLC |
| Street Address: | 757 Third Avenue |
| Internal Address: | 24th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | Limited Liability Company: NEW YORK |

| | |
|-----------------|---------------------------|
| Name: | Howard C. Van Deusen |
| Street Address: | 3272 4th Street |
| City: | Boulder |
| State/Country: | COLORADO |
| Postal Code: | 80304 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

| | |
|-----------------|---------------------|
| Name: | Arno Fuchs |
| Street Address: | Brienner Str. 1 |
| City: | Munich |
| State/Country: | GERMANY |
| Postal Code: | D-80333 |
| Entity Type: | INDIVIDUAL: GERMANY |

| | |
|-----------------|---------------------------|
| Name: | Jeffrey Schwartz |
| Street Address: | 6 Dartmouth Road |
| City: | West Orange |
| State/Country: | NEW JERSEY |
| Postal Code: | 07052 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 2546831 | A |
| Serial Number: | 78118652 | AEGIS |
| Registration Number: | 2544642 | AEGIS ANALYTICAL |
| Registration Number: | 2768258 | COMPLIANCE WITH EXCELLENCE |
| Registration Number: | 2643877 | CURVE METRICS |
| Registration Number: | 2582364 | D |
| Registration Number: | 2396366 | DISCOVERANT |
| Registration Number: | 2396589 | MANUFACTURING INFORMATICS |
| Registration Number: | 2675450 | RESULTS PATHS |
| Registration Number: | 2574353 | VISUAL PROCESS SIGNATURE |

CORRESPONDENCE DATA

Fax Number: (303)473-2720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-473-2726
Email: kmiller@hollandhart.com
Correspondent Name: Kristine M. Miller
Address Line 1: 555 Seventeenth Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER: 38457.0001

DOMESTIC REPRESENTATIVE

Name: Kristine M. Miller
Address Line 1: 555 Seventeenth Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

DOMESTIC REPRESENTATIVE

Name: Kristine M. Miller
Address Line 1: 555 Seventeenth Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER: Kristine M. Miller

Total Attachments: 22
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of February 20, 2004 ("*Security Agreement*"), by and between Aegis Analytical Corporation, a Delaware corporation ("*Debtor*"), and the Lenders listed on the signature pages attached hereto or their assigns ("*Lenders*").

RECITALS

A. Lenders have agreed to lend to Debtor certain funds (the "*Loans*"), and Debtor desires to borrow such funds from Lenders pursuant to the terms of certain Secured Convertible Promissory Notes dated the date hereof in the aggregate principal amount of approximately \$500,000 (as the same may be modified, amended, supplemented, restated or superceded from time to time, the "*Notes*"). Initially capitalized terms used but not defined herein shall have the meanings given to them in the Notes.

B. In order to induce Lenders to make the Loans, Debtor has agreed to grant to Lenders a security interest in certain property for purposes of securing the obligations of Debtor to Lenders.

NOW, THEREFORE, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Lenders, including, without limitation, such indebtedness, obligations and liabilities evidenced by the Notes, and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, collectively, the "*Purchase Documents*"), Debtor hereby grants a security interest and mortgage to Lenders, as collateral security, in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "*Collateral*"): .

(a) Any and all copyright rights, copyright applications, copyright registrations, copyright recordings and like protections in each work of authorship and derivative work thereof, whether registered or unregistered or published or unpublished and whether or not the same also constitutes a trade secret, held pursuant to the laws of the United States, any State thereof or of any other country or political subdivision thereof, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "*Copyrights*").

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Debtor;

(d) Any and all letters patent, petty patents, divisionals, patents of addition of the United States or any other country or political subdivision thereof, all registrations and recordings thereof, and all patents to issues in such applications of the United States or any other country or political subdivision thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, including, without limitation, improvements, divisions, renewals, reissues, extensions, continuations, and continuations-in-part or extensions thereof, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "**Patents**");

(e) Any and all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and the entire goodwill of the business of Debtor connected with and symbolized by all such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference (collectively, the "**Trademarks**");

(f) Any and all income, royalties, damages, claims, and payments now and hereafter due and payable, including, without limitation, all claims for damages and payments by way of past, present and future infringement, misappropriation, or dilution of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, (collectively, the "**Intellectual Property**") and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(h) All amendments, continuations, renewals and extensions of any of the Intellectual Property;

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(j) all accounts, accounts receivable, contract rights, rights to payment, chattel paper, letters of credit, documents, securities, money and instruments and other obligations of any kind owed to Debtor, however evidenced;

(k) all equipment, including, without limitation, all machinery, furniture, furnishings, fixtures, trade fixtures, tools, parts and supplies, vehicles, appliances, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing (the "Equipment"); provided, however, that the security interest granted herein with respect to the Equipment shall be subordinate to any security interest contained or granted in any lease now or in the future of any such Equipment;

(l) all books, records and other written, electronic or other documentation in whatever form maintained by or for Debtor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral; and

(m) all products and proceeds of any and all of the foregoing.

The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Notes and the other Purchase Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Notes or any of the other Purchase 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 Lenders of any one or more of the rights, powers or remedies provided for in this Security Agreement, the Notes or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders, or any or all other rights, powers or remedies.

2. **AUTHORIZATION AND REQUEST.** Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Security Agreement.

3. **COVENANTS AND WARRANTIES.** Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary and normal course of business as now conducted;

(b) Performance of this Security Agreement does not conflict with or result in a breach of any material agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements may prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement would constitute such an assignment;

(c) During the term of this Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Collateral, except for (i) sales of assets in the ordinary course of Debtor's business; (ii) licenses granted by Debtor in

the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement; (iii) subject to Debtor's execution of appropriate documents, in form acceptable to Lenders, to perfect or continue the perfection of Lenders' interest in the Collateral; (iv) transfers of Equipment which is no longer used by Debtor or is obsolete; and (v) transfers to affiliates of Debtor;

(d) To its knowledge, except for, and upon the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the applicable offices of the appropriate states necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Lenders of its rights and remedies hereunder;

(e) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects; and

(f) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Lenders' prior written consent, which consent shall not be unreasonably withheld.

4. **LENDERS' RIGHTS.** Lenders shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Security Agreement to take but which Debtor fails to take within the time periods set forth in this Security Agreement. Debtor shall reimburse and indemnify Lenders for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. **FURTHER ASSURANCES; ATTORNEY IN FACT.** On a continuing basis, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Lenders, to perfect Lenders' security interest in all Collateral, which Lenders reasonably identify as material to the operation of Debtor's business on an on-going basis or the value of the Collateral, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Collateral.

6. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "*Event of Default*" under this Security Agreement:

(a) Default in the payment by conversion or otherwise when due of any principal or interest under the Notes;

(b) A vote by Debtor's Board of Directors or stockholders for the liquidation, termination of existence, or dissolution of Debtor or the involuntary appointment of a receiver or custodian for Debtor or any part of its property if such appointment is not terminated or dismissed within 30 days;

(c) The institution or commencement by Debtor of any proceedings under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally (a "Bankruptcy Filing") or a Bankruptcy Filing made by a third party against Debtor that is not dismissed within 45 days of filing;

(d) The levy of an attachment or the institution of execution proceedings against all or substantially all of Debtor's assets if such attachment or proceedings are not terminated or dismissed within 30 days thereof; or

(e) Any material breach of this Security Agreement, the Notes or any representation, warranty or covenant contained herein or therein.

7. **REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, Lenders shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to require Debtor to assemble the Collateral and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Lenders. Lenders shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 7, to use, without charge, the Collateral and any property of a similar nature as it pertains to the Collateral, to the extent reasonably necessary to permit Lenders to exercise their rights and remedies pursuant to this Section 7, including, without limitation, the completion of production, advertising for sale and the sale of any Collateral and, in connection with Lenders' exercise of their rights hereunder, Debtor's rights under all licenses and all franchise agreements shall inure to the benefit of Lenders.

8. **SUCCESSORS AND ASSIGNS.** This Security Agreement and all obligations of Debtor hereunder shall be binding upon the successors and assigns of Debtor, and shall, together with the rights and remedies of Lenders hereunder, inure to the benefit of Lenders, any future holder of the Notes and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the indebtedness secured hereby or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lenders hereunder.

9. **REASSIGNMENT.** At such time as Debtor shall completely satisfy all of the obligations secured hereunder, or under any other Purchase Documents, the security interests granted by this Agreement shall automatically terminate without further action

on the part of the Lenders or Debtor and be of no further force or effect, and Lenders shall execute and deliver to Debtor all deeds, assignments, terminations of financing statements and other instruments as may be necessary or proper to revest in Debtor full title to the property assigned hereunder and to terminate Lenders' security interest therein, subject to any disposition thereof which may have been made by Lenders pursuant to the terms of this Security Agreement.

10. **NO FAILURE OR DELAY.** No failure or delay on the part of Lenders in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof.

11. **AMENDMENTS.** Except as otherwise provided herein, this Security Agreement may be amended and the Debtor may take any action herein prohibited, or omit to take any action herein required, only if the Debtor has obtained the prior written consent of the Required Pro Rata Investors, as such term is defined in the Debtor's Stockholders' Agreement dated October 24, 2001, as amended (the "Required Pro Rata Investors").

12. **COUNTERPARTS.** This Security Agreement may be executed in any number of counterparts (by original or facsimile signature), each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Colorado as applied to agreements among Colorado residents, made and to be performed entirely within the State of Colorado.

14. **COLLATERAL AGENT.**

(a) No individual Lender hereunder shall have the right to take any legal action or bring any suit in respect of any provision of this Security Agreement. Additionally, no action arising from or in connection with an event of default shall be made, unless Lenders, acting through the Collateral Agent and representing the Required Pro Rata Investors (the "Majority Lender"), as calculated at the time of the action or amendment, have elected in writing to take such action. Any writing signed by the Majority Lender shall have the legal effect of a writing signed by all Lenders with respect to this Section 14(a).

(b) Each Lender hereby appoints and authorizes Merck Capital Ventures, LLC (the "Collateral Agent") to take such actions as the Collateral Agent on its behalf and to exercise such powers under this Security Agreement as are delegated to the Collateral Agent by the terms hereof, together with such powers as are reasonably incidental thereto. The Collateral Agent shall have no duties or responsibilities except those expressly set forth in this Security Agreement. **THE DUTIES OF THE COLLATERAL AGENT SHALL BE MECHANICAL AND ADMINISTRATIVE IN NATURE; THE COLLATERAL AGENT SHALL NOT HAVE BY REASON OF THIS SECURITY AGREEMENT A FIDUCIARY RELATIONSHIP IN RESPECT**

OF ANY SECURED PARTY; AND NOTHING IN THIS SECURITY AGREEMENT OR THE NOTES, EXPRESS OR IMPLIED, IS INTENDED TO OR SHALL BE SO CONSTRUED AS TO IMPOSE UPON THE COLLATERAL AGENT ANY OBLIGATIONS IN RESPECT OF THIS SECURITY AGREEMENT EXCEPT AS EXPRESSLY SET FORTH HEREIN. In any instance where the Collateral Agent is required or permitted to consent to or approve any action of Debtor under this Security Agreement, such consent or approval shall be deemed to be administrative in nature and may be given or withheld in the Collateral Agent's sole discretion unless this Security Agreement or the Notes state otherwise. As to any matters not expressly provided for by this Security Agreement, including enforcement or collection of the Notes, the Collateral Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining) upon the written instructions of the Majority Lender, and such instructions shall be binding on the Lenders, provided that the Collateral Agent shall not be required to take any action which exposes the Collateral Agent to personal liability or which is contrary to this Security Agreement, the Notes or applicable law. Each Lender shall execute and deliver such additional instruments, including powers of attorney in favor of the Collateral Agent, as may be necessary or desirable to enable the Collateral Agent to exercise its powers hereunder.

Without limiting the foregoing, the Collateral Agent is authorized on behalf of the Lenders, without the necessity of any notice to or further consent from the Lenders, from time to time to take any action with respect to any Collateral which may be necessary to maintain perfected security interest in and liens upon the Collateral. Unless the Collateral Agent shall receive written instructions from the Majority Lender, however, the Collateral Agent shall have no independent duty to take such actions.

(c) Duties and Obligations. The Collateral Agent and, if applicable, any of its partners, officers, agents or employees, shall not be liable for any action taken or omitted to be taken by it or any of them under or in connection with this Security Agreement, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Collateral Agent:

(1) may treat each Lender which is a party hereto as the party entitled to receive payments hereunder until the Collateral Agent receives written notice of the assignment of such Lender's interest herein signed by such Lender and made in accordance with the terms hereof and a written agreement of the assignee that it is bound hereby to the same extent as it would have been had it been an original party hereto, in each case in form satisfactory to the Collateral Agent;

(2) to the extent the Collateral Agent deems reasonably necessary, the Collateral Agent may consult with legal counsel, independent public accountants and other experts selected by the Collateral Agent, the reasonable cost of which consultation shall be borne by Debtor, and the Collateral Agent shall not be liable for any action taken or omitted to be taken in good faith in accordance with the advice of such experts;

(3) makes no warranty or representation of any kind whatsoever to any Lender and shall not be responsible to any Lender for any statements, warranties or representations made in or in connection with this Security Agreement, the Notes, or in any instrument or document furnished pursuant hereto or thereto;

(4) shall not have any duty to ascertain or to inquire as to the performance of any of the terms, covenants, or conditions of the Notes, or of any instrument or document furnished pursuant thereto on the part of Debtor or as to the use of the proceeds of any Note;

(5) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, effectiveness, or value of this Security Agreement, of any Note, or of any instrument or document furnished pursuant hereto or thereto; and

(6) shall incur no liability under or in respect of this Security Agreement or any other Note by acting upon any written notice, consent, certificate or other instrument or writing (which may be by cable, telex, telefax or electronic mail) believed by it to be genuine and signed, sent or made by the proper party or parties or by acting upon any representation or warranty of Debtor made or deemed to be made in this Security Agreement or any other Note.

(d) With respect to obligations owed to the Collateral Agent by Debtor, the Collateral Agent shall have the same rights and powers under this Security Agreement and the Notes as any other Lender and may exercise the same as though it were not the Collateral Agent, and the term "Lender" as used herein shall, unless otherwise expressly indicated, include the Collateral Agent in its individual capacity.

(e) Each Lender agrees to indemnify the Collateral Agent on a pro rata basis, according to the amount of principal under the Notes held by each such Lender bears to the aggregate principal amount of all Notes held by the Lenders (the "Pro Rata Amount"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements or any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent in any way relating to or arising out of this Security Agreement or any Notes or any action taken or omitted by the Collateral Agent under this Security Agreement or any other Note, except any such as result from the Collateral Agent's gross negligence or willful misconduct. Without limiting the foregoing, each Lender agrees to reimburse the Collateral Agent promptly on demand in proportion to its Pro Rata Amount for any out-of-pocket expenses, including legal fees, incurred by the Collateral Agent in connection with the administration or enforcement or preservation of any rights under this Security Agreement or any Note.

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IN WITNESS WHEREOF, the parties have executed this SECURITY AGREEMENT as of the date first written above.

DEBTOR:

AEGIS ANALYTICAL CORPORATION

By: *Justin Neway*

Name: Justin Neway

Title: EVP & Chief Science Officer

Address of Debtor:

Aegis Analytical Corporation
1376 Miners Drive, Suite 106
Lafayette, CO 80026

COLLATERAL AGENT:

MERCK CAPITAL VENTURES, LLC

By: *James H. Cooper*

Name: James H. Cooper

Title: Vice President

Address:

50 Tice Blvd
Woodcliff Lake, NJ
07677

LENDERS:

| | |
|--|----------------|
| By: <u>Merck Capital Ventures LLC</u> | By: _____ |
| Name: <u>[Signature]</u> | Name: _____ |
| Title: <u>Vice President</u> | Title: _____ |
| Address: <u>50 Tice Blvd Woodcliff Lake NJ</u> | Address: _____ |

| | |
|----------------|----------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ | Address: _____ |

[INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

LENDERS:

3i Technology Partners L.P.

By: 3i Technology Associates LLC,
its general partner

By: 3i Technology Corporation, its manager

By: Kevin Scott

Name: Kevin Scott

Title: Vice President

By: _____

Name: _____

Title: _____

Address:

By: _____

Name: _____

Title: _____

Address:

LENDERS:

S.R. ONE, LIMITED

By: *John N. Braca*

By: _____

Name: John N. Braca

Name: _____

Title: General Partner and CFO

Title: _____

Address: 200 Barr Harbor Drive, Suite 250
W. Conshohocken, PA, 19428

Address: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

LENDERS:

By: _____

Name: _____

Title: _____

Address:

By: Thomas P. Romy

Name: Lafayette Eye Fund

Title: Partner

Address: 655 - 15th Street NW
Suite 825
Washington D.C. 20005

By: _____

Name: _____

Title: _____

Address:

By: _____

Name: _____

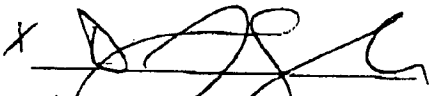
Title: _____

Address:

[INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

DRAFT

LENDERS:

By: X 
 Name: James Carpenter
 Title: Managing Partner
 Address: Riverside Holdings
757 Third Ave
24 Floor
New York, NY
10017

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____
 Address: _____

By: _____
 Name: _____
 Title: _____
 Address: _____

[INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

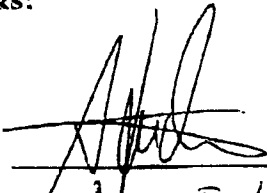
LENDERS:

By: Howard C Van Deusen By: _____
 Name: HOWARD C VAN DEUSEN IRA Name: _____
 Title: Trustee Title: _____
 Address: Stifel Nicolaus + Co Address: _____
IRA Support Services Dept.
501 North Broadway
St. Louis, Mo. 63102

By: _____ By: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Address: _____ Address: _____

[INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

LENDERS:

By: 
 Name: Ando Fuchs
 Title: _____
 Address: Pienzenauerstr. 129
81925 Munich
Germany

By: _____
 Name: _____
 Title: _____
 Address: _____


By: _____
 Name: _____
 Title: _____
 Address: _____

By: _____
 Name: _____
 Title: _____
 Address: _____

[INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

DRAFT

LENDERS:

By:  By: _____
 Name: Jeff Schwank Surge Schwank Name: _____
 Title: _____ Title: _____
 Address: 6 DARTMOUTH RD Address: _____
W. ORANGE, NJ
07052

By: _____ By: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Address: _____ Address: _____

[INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

EXHIBIT A
COPYRIGHTS

1. **REGISTERED:** List titles below or indicate "None"

None.

2. **UNREGISTERED:** List titles below or indicate "None"

Discoverant Software Code

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

None.

Exhibit A

EXHIBIT B

U.S. PATENTS AND PATENT APPLICATIONS

(List titles below or indicate "None")

| PATENT NO. | PENDING APPLICATION NO. | TITLE | ISSUE DATE | FILING DATE |
|-------------------------------|--|---|-----------------------|-------------|
| US 6,243,615 B1 | N/A | System For Analyzing and Improving Pharmaceutical and Other Capital-Intensive Manufacturing Processes | 6/05/01 | 9/09/99 |
| Allowed Allowed Pending | 09/816,547 10/354,018 10/354,192 | System, Method and Computer Program Product for Mapping Data of Multi-Database Origins | TBD TBD Pending | 3/14/01 |
| Pending | 10/153,613 | An Advanced Method for Profile Analysis of Continuous Data | Pending | 5/22/02 |
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Exhibit B

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached .pdf file labeled Aegis Trademarks

3184815_6.DOC

Exhibit C

EXHIBIT C

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

| MARK | REGISTRATION NO. | APPLICATION SERIAL NO. |
|-----------------------------------|-------------------------|-------------------------------|
| A (Stylized) | 2,546,831 | |
| AEGIS (Stylized) | | 78/118,652 |
| AEGIS ANALYTICAL | 2,544,642 | |
| COMPLIANCE WITH EXCELLENCE | 2,768,258 | |
| CURVE METRICS | 2,643,877 | |
| D (Stylized) and design | 2,582,364 | |
| DISCOVERANT | 2,396,366 | |
| MANUFACTURING INFORMATICS | 2,396,589 | |
| RESULTS PATHS | 2,675,450 | |
| VISUAL PROCESS SIGNATURE | 2,574,353 | |

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