

9/14/03

09-08-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECI TI

102543439

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): Bioreason, Inc  
121 Sandoval St, Ste 200  
Santa Fe, NM 87501

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: International Venture Fund, L.L.C.  
Internal Address:  
Address:  
Street Address: P.O. Box 7355  
City: Menlo Park State: CA Zip: 94925

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 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: 03/21/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 78022311;  
78129303; 78022203; 78022209;

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: James Bock/Bioreason, Inc.  
Internal Address:  
Street Address: 121 Sandoval St., Suite 200  
City: Santa Fe State: NM Zip: 87501

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

09/05/2003 00000029 78022311

01 FC:852 10.00 DP

02 FC:852 200.00 DP

DO NOT USE THIS SPACE

9. Signature. James Bock Date 08/25/2003

Name of Person Signing Signature

Total number of pages including cover sheet, attachments, and document: 17

2003 SEP -14 AM 7:51  
 OPR/FRAN/DE

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

**Additional Information**

## Additional receiving parties:

1. Michael Grantham  
150 Washington Avenue  
Suite 202  
Santa Fe, NM 87501

Individual's citizenship: USA

2. Future Capital AG  
Westendstrasse 16-22  
D-60325 Frankfurt Am Main  
Germany

Corporation—Germany

No domestic representative designation is attached

## Additional Trademark serial numbers:

78022307  
78022302  
78022192  
78022303  
78022312

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of March 21, 2002 ("**Security Agreement**"), is made by BIOREASON, INC., a Delaware corporation ("**Grantor**"), in favor of Future Capital, AG, International Venture Fund I, LP and Michael A. Grantham (each, a "**Secured Party**" and collectively, the "**Secured Parties**").

### RECITALS

A. Pursuant to that certain Convertible Note and Warrant Purchase Agreement dated as of March 21, 2002 (as the same may from time to time be amended, modified, supplemented or restated, the "**Note Agreement**"), by and among Grantor and the Secured Parties, each Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in the Note Agreement (collectively, the "**Loans**").

B. Each Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to each Secured Party this Security Agreement.

### AGREEMENT

**NOW, THEREFORE**, in order to induce each Secured Party to make the Loans and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"**Collateral**" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

"**Contracts**" means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases, licenses, undertakings, purchase orders, permits, franchise agreements or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments) in or under which Grantor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"**Copyright License**" means any agreement in which Grantor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party.

**"Copyrights"** means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Grantor) by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Grantor) or acquired by Grantor, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

**"Event of Default"** means (i) any failure by Grantor forthwith to pay or perform any of the Secured Obligations and (ii) any **"Event of Default"** as defined in each of the Secured Convertible Promissory Notes made by Grantor in favor of each Secured Party pursuant to the Note Agreement (each, a **"Note"**).

**"License"** means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include any renewals or extensions of any of the foregoing thereof.

**"Lien"** means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

**"Patent License"** means any agreement in which Grantor now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Grantor is the licensee or the licensor thereunder).

**"Patents"** means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, 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; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all patents to issue in any such applications; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of any patent.

**"Permitted Lien"** means: (a) any Liens existing on the date of this Security Agreement and set forth on Schedule A attached hereto; (b) Liens for taxes, fees, assessments or other

governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of the Secured Parties' security interests; (c) Liens (i) upon or in any Equipment acquired or held by Grantor to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition of such Equipment or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (d) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Grantor's business if such are otherwise permitted under this Security Agreement and do not interfere in any material respect with the business of Grantor; (e) any right, title or interest of a licensor under a license (including, without limitation, reserved rights such as a prohibition on assignment); (f) Liens securing capital lease obligations on assets subject to such capital leases and Liens on Equipment leased by Grantor pursuant to an operating lease in the ordinary course of Grantor's business (including proceeds thereof and accessions thereto), all incurred solely for the purpose of financing the lease of such Equipment (including Liens arising from UCC financing statements regarding such leases); and (g) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) through (g) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

**"Secured Obligations"** means (a) the obligation of Grantor to repay each Secured Party all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy), the Loans and (b) the obligation of Grantor to pay any fees, costs and expenses of each Secured Party under the Note Agreement or under Section 5(b) hereof.

**"Security Agreement"** means this Security Agreement and all Schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

**"Trademark License"** means any agreement in which Grantor now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Grantor is the licensee or the licensor thereunder).

**"Trademarks"** means any of the following in which Grantor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, 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, now existing or hereafter adopted or acquired, 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 (collectively, the **"Marks"**); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware as from time to time in effect; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Parties' security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware, the term "UCC" shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account," "Account Debtor," "Chattel Paper" (including tangible and electronic chattel paper), "Commercial Tort Claims," "Commodity Account," "Deposit Account," "Documents," "Equipment" (including all accessions and additions thereto), "Fixtures," "General Intangible" (including payment intangibles and software), "Instrument," "Intellectual Property," "Inventory" (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and reposessions), "Investment Property" (including securities and securities entitlements), "Letter-of-Credit Right" (whether or not the letter of credit is evidenced by a writing), "Payment Intangibles," "Proceeds," "Promissory Notes," "Securities Account," and "Supporting Obligations." Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Note Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce each Secured Party to cause the Loans to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to each Secured Party, and hereby grants to each Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, (all of which being collectively referred to herein as the "Collateral"):

- (a) All Accounts of Grantor;
- (b) All Chattel Paper of Grantor;
- (c) All Commercial Tort Claims of Grantor;
- (d) All Contracts of Grantor;
- (e) All Deposit Accounts of Grantor;
- (f) All Documents of Grantor;
- (g) All Equipment of Grantor;

(h) All Fixtures of Grantor;

(i) All General Intangibles of Grantor, including, without limitation, Payment Intangibles, all Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data;

(j) All Instruments of Grantor, including, without limitation, Promissory Notes;

(k) All Inventory of Grantor;

(l) All Investment Property of Grantor;

(m) All Letter-of Credit Rights of Grantor;

(n) All Supporting Obligations of Grantor;

(o) All property of Grantor held by the Secured Parties, or any other party for whom each Secured Party is acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to each Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(p) All other goods and personal property of Grantor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Grantor; and

(q) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

**3. RIGHTS OF SECURED PARTIES; COLLECTION OF ACCOUNTS.**

(a) Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. No Secured Party shall have any obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to the Secured Parties of a lien therein or the receipt by such Secured Party of any payment relating to any Contract or License pursuant hereto, nor shall any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the

payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Each Secured Party may at any time and from time to time file financing statements, continuation statements (including "in lieu" continuation statements) and amendments thereto that describe the Collateral as all assets of Grantor or words of similar effect and which contain any other information required for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor. Grantor agrees to furnish any such information to each Secured Party promptly upon request. Any such financing statements, continuation statements or amendments may be signed by each Secured Party on behalf of Grantor and may be filed at any time in any jurisdiction whether or not Revised Article 9 is then in effect in that jurisdiction.

(c) Each Secured Party authorizes Grantor to collect its Accounts, provided that such collection is performed in a prudent and businesslike manner, and each Secured Party may, upon the occurrence and during the continuation of any Event of Default and without notice, limit or terminate said authority at any time. Upon the occurrence and during the continuance of any Event of Default, at the request of such Secured Party, Grantor shall deliver all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(d) Each Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default, after notifying Grantor of its intention to do so, notify Account Debtors of Grantor, parties to the Contracts of Grantor, obligors in respect of Instruments of Grantor and obligors in respect of Chattel Paper of Grantor that the Accounts and the right, title and interest of Grantor in and under such Contracts, Instruments and Chattel Paper have been assigned to such Secured Party and that payments shall be made directly to such Secured Party. Upon the request of each Secured Party, Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties may communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to such Secured Party's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

4. **COVENANTS.** Grantor covenants and agrees with each Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

4.1 **Disposition of Collateral.** Grantor shall not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, other than (a) the sale of Inventory, (b) the granting of non-exclusive Licenses, (c) the disposal of worn-out or obsolete Equipment and (d) in the ordinary course of Grantor's business.



**4.2 Change of Jurisdiction of Organization, Relocation of Business or Collateral.** Grantor shall not change its jurisdiction of organization, relocate its chief executive office, principal place of business or its records, or allow the relocation of any Collateral (except as allowed pursuant to Section 4.1 immediately above) without thirty (30) days prior written notice to each Secured Party.

**4.3 Limitation on Liens on Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (a) Permitted Liens and (b) the Lien granted to each Secured Party under this Security Agreement. Grantor shall further defend the right, title and interest of each Secured Party in and to any of Grantor's rights in and to the Proceeds thereof against the claims and demands of all persons whomsoever.

**4.4 Insurance.** Maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Grantor.

**4.5 Taxes, Assessments, Etc.** Grantor shall pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

**4.6 Maintenance of Records.** Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

**4.7 Notification Regarding Changes in Intellectual Property.** Grantor shall promptly advise each Secured Party of any subsequent ownership right or interest of the Grantor in or to any Copyright, Patent, Trademark or License not specified on Schedule \_\_\_ hereto and shall permit each Secured Party to amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights.

**4.8 Actions to Perfect.** At any time and from time to time, upon the written request of any Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as such Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement.

## **5. RIGHTS AND REMEDIES UPON DEFAULT.**

(a) Beginning on the date any Event of Default shall have occurred and while such Event of Default is continuing, each Secured Party may exercise in addition to all other rights and remedies granted to it under this Security Agreement, the Note Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC.

(b) Grantor also agrees to pay all fees, costs and expenses of each Secured Party, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(c) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(d) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by each Secured Party in the following order of priorities:

**FIRST**, to the Secured Parties, pro rata, in an amount sufficient to pay in full the reasonable costs of the Secured Parties in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by the Secured Parties in connection therewith, including, without limitation, reasonable attorneys' fees;

**SECOND**, to the Secured Parties, pro rata, in an amount equal to the then unpaid Secured Obligations; and

**FINALLY**, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

6. **REINSTATEMENT.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

## 7. MISCELLANEOUS.

### 7.1 No Waiver; Cumulative Remedies.

(a) No Secured Party shall by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and a majority in interest of the Secured Parties based on the aggregate amount of Notes held by such Secured Parties.

**7.2 Termination of this Security Agreement.** Subject to Section 6 hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

**7.3 Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of each Secured Party hereunder, inure to the benefit of such Secured Party, any future holder of any of the indebtedness 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 Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to each Secured Party hereunder.


**7.4 Governing Law.** In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of Grantor's State.

**7.5 Powers and Actions.** Notwithstanding any other term or provision of this Security Agreement, in any instance where this Security Agreement calls for, permits or provides any action, rights or remedies in favor of any, either or all Secured Parties, individually or in the aggregate such actions, rights or remedies shall only be permitted upon the consent of a majority in interest of the Secured Parties based on the aggregate amount of Notes held by such Secured Parties.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**GRANTOR:**

**BIOREASON, INC.,**  
a Delaware corporation

By:   
Name: David E. Provost  
Title: Vice President Finance

Address: 150 Washington Avenue  
Suite 303  
Santa Fe, NM 87501

**SECURED PARTIES:**

International Venture Fund I, L.P.

By: International Venture Fund I, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Name: Debra Guerin  
Its: Managing Director

Address: P.O. Box 7355  
Menlo Park, CA 94925

Future Capital AG

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

Address: Hessen Life Sciences Chemie  
Westendstrasse 16-22  
60325 Frankfurt Am Main

Mar-14-02 10:42am From-PILLSBURY CARMEL VLY

T-027 P 03/05 F-729

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**GRANTOR:**

**BIOREASON, INC.,**  
a Delaware corporation

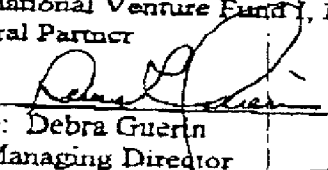
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 150 Washington Avenue  
Suite 203  
Santa Fe, NM 87501

**SECURED PARTIES:**

International Venture Fund I, L.P.

By: International Venture Fund I, L.L.C.  
Its: General Partner

By:   
Name: Debra Guerin  
Its: Managing Director

Address: P.O. Box 7385  
Menlo Park, CA 94925

Future Capital AG

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

Address: ~~Hessen Life Sciences~~  
60325 Frankfurt Am Main

Chemie Westendstrasse 16-22

70011241v3

11

Received Mar-14-02 09:35am

From-8088553506

To-PILLSBURY CARMEL VLY Page 02

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above

**GRANTOR:**

**BIOREASON, INC.,**  
a Delaware corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address 150 Washington Avenue  
Suite 203  
Santa Fe, NM 87501

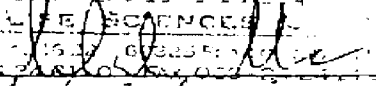
**SECURED PARTIES**

International Venture Fund I, L P

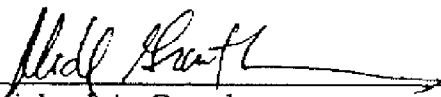
By International Venture Fund I, L L C  
Its General Partner

By \_\_\_\_\_  
Name Debra Guerin  
Its Managing Director

Address P O Box 7355  
Menlo Park, CA 94925

Future Capital AG  
FUTURE CAPITAL AG  
HERBIEBALLE SCENES  
WESTENDSTRASSE 16-22, 60325 FRANKFURT AM MAIN  
BY   
Name www.futurecapital.com  
Title CEO  
EMAIL: info@futurecapital.com

Address Westendstrasse 16-22  
60325 Frankfurt Am Main

  
Michael A. Grantham

Address: 125 East Palace Avenue, Suite 71  
Santa Fe, NM 87501

**SCHEDULE A**

**Liens Existing on the Date of this Security Agreement**

There are no liens existing on the date of this Security Agreement



**SCHEDULE B**  
**Intellectual Property**

**PATENTS**

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**Application number- 99,098A; 99,098B**

“Method and System for Artificial Intelligence Directed Lead Discovery Through Multi-Domain”

**Application number 99,032A**

“Method and System For Artificial Intelligence Directed Lead Discovery Multi-Domain Agglomerative Clustering”

**Application number 99,094**

“Artificial Intelligence Directed Lead Discovery (“Tree Development”)”

**Application 99,097**

“Method and System For Artificial Intelligence Directed Lead Discovery in High Throughput Screening Data”

**TRADEMARKS**

---

**Serial number**

**Mark**

78022311

ADMEPHARMER

78129303

CLASSPHARMER

78022203

DATAPHARMER

78022209

DRUGPHARMER

78022307

GENEPHARMER

78022302

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