

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUGEN TECHNOLOGIES, INC.		06/09/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sutter Hill Ventures
Street Address:	755 Page Mill Road
Internal Address:	c/o Sutter Hill Ventures
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304-1005
Entity Type:	LIMITED PARTNERSHIP:

Name:	Sutter Hill Associates, L.P.
Street Address:	755 Page Mill Road
Internal Address:	c/o Sutter Hill Ventures
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304-1005
Entity Type:	LIMITED PARTNERSHIP:

Name:	William J. Rutter, as Trustee or Successor Trustee of the William J. Rutter Revocable Trust U/A/D 4/11/02
Street Address:	One Market
Internal Address:	Steuart Tower
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	TRUSTEE:

Name:	James N. Wilson & Pamela D. Wilson Trustees for the James N. Wilson & Pamela D. Wilson Turst, UTD 9/27/83
Street Address:	26045 Bentley Ct.

CH \$190.00 76254422

City:	Los Altos
State/Country:	CALIFORNIA
Postal Code:	94022
Entity Type:	TRUSTEE:

Name:	Wilson Family Partnership
Street Address:	26045 Bentley Ct.
City:	Los Altos
State/Country:	CALIFORNIA
Postal Code:	94022
Entity Type:	PARTNERSHIP:

Name:	Rathmann Family Foundation
Street Address:	2045 Maidstone Farm Road
Internal Address:	c/o Windcrest Management, LLC
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
Entity Type:	Foundation:

Name:	David K. Arterburn & Edith A. Arterburn Trustees of the Arterburn/Wattes 1996 Trust Dated June 11, 1996
Street Address:	7020 Koll Center Parkway
Internal Address:	Suite 146
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94566
Entity Type:	TRUSTEE:

Name:	Pequot Private Equity Fund III, L.P.
Street Address:	500 Nyala Farm Road
Internal Address:	c/o Pequot Capital Management, Inc.
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED PARTNERSHIP:

Name:	Pequot Offshore Private Equity Fund Partners III, L.P.
Street Address:	500 Nyala Farm Road
Internal Address:	c/o Pequot Capital Management, Inc.
City:	Westport

State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED PARTNERSHIP:

Name:	Band of Angels Fund, L.P.
Street Address:	275 Middlefield Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	The Casilli Revocable Trust
Street Address:	2905 Woodside Road
Internal Address:	c/o Gerald S. Casilli
City:	Woodside
State/Country:	CALIFORNIA
Postal Code:	94062
Entity Type:	Trust:

Name:	Casilli Investment Partners
Street Address:	2905 Woodside Road
Internal Address:	c/o Gerald S. Casilli
City:	Woodside
State/Country:	CALIFORNIA
Postal Code:	94062
Entity Type:	PARTNERSHIP:

Name:	The Gerald Casilli Trust
Street Address:	2905 Woodside Road
Internal Address:	c/o Gerald S. Casilli
City:	Woodside
State/Country:	CALIFORNIA
Postal Code:	94062
Entity Type:	Trust:

Name:	The Michelle A. Casilli Trust
Street Address:	2905 Woodside Road
Internal Address:	c/o Gerald S. Casilli
City:	Woodside
State/Country:	CALIFORNIA

Postal Code:	94062
Entity Type:	Trust:

Name:	Elizabeth and Juan Davila
Street Address:	897 Norfolk Pine Ave.
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94087
Entity Type:	Individuals:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76254422	SPIA
Serial Number:	76976224	SPIA
Serial Number:	76254430	NUGEN
Serial Number:	76976766	NUGEN
Serial Number:	78195935	OVATION
Serial Number:	78236156	RIBO-SPIA
Serial Number:	78425270	RNA IMMORTALIZATION

CORRESPONDENCE DATA

Fax Number: (415)983-1200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: sftrademarks@pillsburywinthrop.com
 Correspondent Name: Pillsbury Winthrop LLP
 Address Line 1: Calendar/Docketing Dept. P.O. Box 7880
 Address Line 4: San Francisco, CALIFORNIA 94120-7880

ATTORNEY DOCKET NUMBER:	061629/0000001
NAME OF SUBMITTER:	Laura C. Gustafson

Total Attachments: 18

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MEMORANDUM OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

NUGEN TECHNOLOGIES, INC., a Delaware corporation (“Grantor”), does hereby grant to the persons and entities named on the Exhibit A of Secured Parties attached hereto (each a “Secured Party,” and collectively the “Secured Parties”) a security interest in and to all of Grantor’s right, title and interest in and to the following (collectively, the “Collateral”):

(i) all of the following in which Grantor now holds or hereafter acquires any interest (collectively referred to as “Patents”): (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 petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) 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 (f) rights to sue for past, present and future infringements of any patent;

(ii) any of the following in which Grantor now holds or hereafter acquires any interest (collectively referred to as “Trademarks”): (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;

(iii) the license of rights or interests in Patents or Trademarks, whether in-bound or out-bound, whether in written or electronic form, 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, including, without limitation (a) any agreement, whether in written or electronic form, 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) and (b) any agreement, whether in written or electronic form, 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);

(iv) all general intangibles of Grantor (as defined in the Uniform Commercial Code as in effect in a jurisdiction other than the State of California (the “UCC”)), including,

without limitation, payment intangibles, Patents, Trademarks, licenses thereof, 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; and

(v) 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 (as such terms are defined in the UCC).

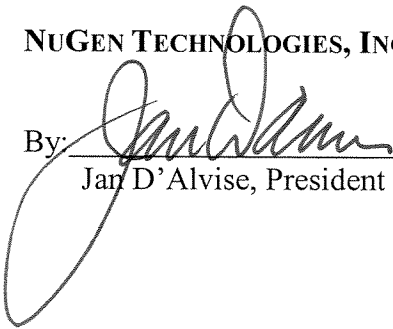
The terms and conditions of the security interest granted hereby are contained in that certain Security Agreement (the "Security Agreement") dated as of May 25, 2004, between Grantor and Secured Parties as security for the obligations described in the Security Agreement. Nothing contained in this Memorandum of Security Interest shall be construed as limiting any interest which Secured Parties may have in any other collateral described in the Security Agreement or otherwise.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 9th day of June, 2004.

GRANTOR:

NUGEN TECHNOLOGIES, INC.

By: 

Jan D'Alvise, President and CEO

SECURED PARTY(IES):

**SUTTER HILL VENTURES,
A CALIFORNIA LIMITED PARTNERSHIP**

By: Jeffrey W Brind

Name: _____

Title: Managing Director of General Partner

SUTTER HILL ASSOCIATES, L.P.

By: Jeffrey W Brind

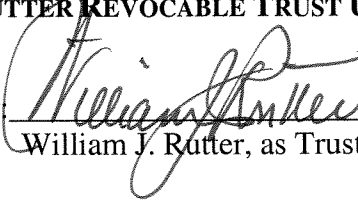
Name: _____

Title: General Partner

SECURED PARTY(IES):

**WILLIAM J. RUTTER, AS TRUSTEE OR
SUCCESSOR TRUSTEES, OF THE WILLIAM J.
RUTTER REVOCABLE TRUST U/A/D 4/11/02**


By: _____



William J. Rutter, as Trustee

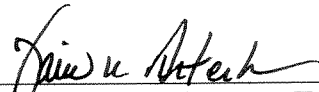
SECURED PARTY(IES):

RATHMANN FAMILY FOUNDATION

By: 
Richard G. Rathmann, Executive Director

SECURED PARTY(IES):

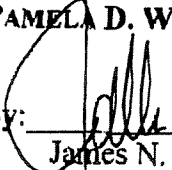
**DAVID K. ARTERBURN AND EDITH A.
ARTERBURN, TRUSTEES OF THE
ARTERBURN/WATTERS 1996 TRUST DATED
JUNE 11, 1996**

By: 

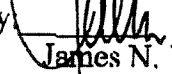
David K. Arterburn, as Trustee

SECURED PARTY(IES):

**JAMES N. WILSON AND PAMELA D. WILSON
TRUSTEES FOR THE JAMES N. WILSON AND
PAMELA D. WILSON TRUST, UTD 9/27/83**

By:  _____
James N. Wilson, as Trustee

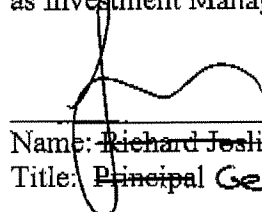
THE WILSON FAMILY PARTNERSHIP

By:  _____
James N. Wilson

SECURED PARTY(IES):

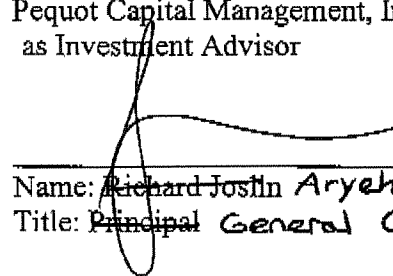
PEQUOT PRIVATE EQUITY FUND III, L.P.

By: Pequot Capital Management, Inc.,
as Investment Manager

By: 
Name: ~~Richard Joslin~~ *Aryeh Davis*
Title: ~~Principal~~ *General Counsel*

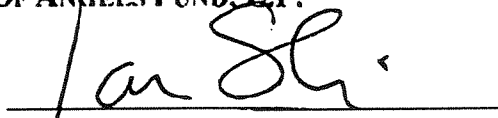
**PEQUOT OFFSHORE PRIVATE EQUITY
PARTNERS III, L.P.**

By: Pequot Capital Management, Inc.,
as Investment Advisor

By: 
Name: ~~Richard Joslin~~ *Aryeh Davis*
Title: ~~Principal~~ *General Counsel*

SECURED PARTY(IES):

BAND OF ANGELS FUND, L.P.

By: 

Name: Ian Patrick Sobieski, Ph.D.

Title: Managing Director

SECURED PARTY(IES):

THE CASILLI REVOCABLE TRUST

By: Gerald S Casilli

Name: GERALD S CASILLI

Title: Trustee

CASILLI INVESTMENT PARTNERS

By: Gerald S Casilli

Name: GERALD S CASILLI

Title: Trustee / Partner

THE GERALD A. CASILLI TRUST

By: Gerald S Casilli

Name: GERALD S. CASILLI

Title: Trustee

THE MICHELLE A. CASILLI TRUST

By: Gerald S Casilli

Name: GERALD S CASILLI

Title: Trustee

SECURED PARTY(IES):


ELIZABETH AND JUAN DAVILA

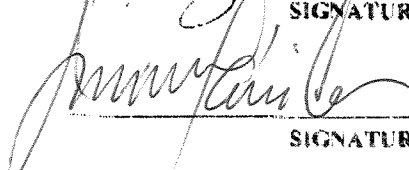

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SECURED PARTY(IES):

ELIZABETH AND JUAN DAVILA


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SCHEDULE OF TRADEMARKS

SPIA

Serial No. 76/254,422

SPIA

(Divisional)

Serial No. 76/976,224

Reg. No. 2830699

SPIA

Serial No. 002459634

Reg. No. 002459634

SPIA

Serial No. 1121226

SPIA

Serial No. 200199105

Reg. No. 4751443

SPIA

Serial No. 515595

Reg. No. 760355

SPIA

Serial No. 515596

Reg. No. 738226

SPIA

Serial No. 106142001

Reg. No. 502368

SPIA

(Divisional)

Serial No. 200392646

NUGEN

Serial No. 76/254,430

NUGEN

(Divisional)

Serial No. 76/976,766

NUGEN
Serial No. 2459766

NUGEN
Serial No. 2459766

NUGEN
Serial No. 2459766

NUGEN
Serial No. 1121227

NUGEN
Serial No. 200199106

NUGEN
Serial No. 515591
Reg. No. 738224

NUGEN
Serial No. 515592
Reg. No. 759057

NUGEN
Serial No. 515593
Reg. No. 759058

NUGEN
Serial No. 515594
Reg. No. 738225

NUGEN
Serial No. 106132001
Reg. No. 502367

OVATION
Serial No. 78/195,935

OVATION
Serial No. 1178251

OVATION
Serial No. 3206364

OVATION

Serial No. 200339737

OVATION

Serial No. 601028

Reg. No. 815630

OVATION

Serial No. 601029

OVATION

Serial No. 519432003

RIBO-SPIA

Serial No. 78/236,156

RIBO-SPIA

Serial No. 1193335

RIBO-SPIA

Serial No. 003405545

RIBO-SPIA

Serial No. 200389561

RIBO-SPIA

Serial No. 623637

RIBO-SPIA

Serial No. 623638

RIBO-SPIA

Serial No. 539152003

RNA IMMORTALIZATION

Serial No. 78/425,270

**EXHIBIT A OF SECURED PARTIES
TO THE MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS**

NAME AND ADDRESS

**SUTTER HILL VENTURES,
A California Limited Partnership**
c/o Sutter Hill Ventures
755 Page Mill Road, Suite A-200
Palo Alto, CA 94304-1005
Attn: Jeff Bird

SUTTER HILL ASSOCIATES, L.P.
c/o Sutter Hill Ventures
755 Page Mill Road, Suite A-200
Palo Alto, CA 94304-1005
Attn: Jeff Bird

**WILLIAM J. RUTTER, AS TRUSTEE OR SUCCESSOR
TRUSTEES , OF THE WILLIAM J. RUTTER REVOCABLE
TRUST U/A/D 4/11/02**
One Market, Suite 1475
Steuart Tower,
San Francisco, CA 94105

RATHMANN FAMILY FOUNDATION
c/o WindCrest Mgmt. LLC
2045 Maidstone Farm Road
Annapolis, MD 21401

**JAMES N. WILSON AND PAMELA D. WILSON TRUSTEES
FOR THE JAMES N. WILSON AND PAMELA D. WILSON
TRUST, UTD 9/27/83**
26045 Bentley Ct.
Los Altos Hills, CA 94022

WILSON FAMILY PARTNERSHIP
26045 Bentley Ct.
Los Altos Hills, CA 94022

NAME AND ADDRESS

ELIZABETH AND JUAN DAVILA

897 Norfolk Pine Ave.

Sunnyvale, CA 94087