

01-22-2004

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



102651238

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): Bioreason Inc / 121 Sandoval St ste 200 - 20-04 Santa Fe NM 87501

2. Name and address of receiving party(ies) Name: International Venture Fund, L.L.C. Internal Address: Street Address: P.O. Box 7355 City: Menlo Park State: CA Zip: 94925

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

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

Execution Date: 10/29/2003

If assignee is not domiciled in the United States, a domestic representative declaration is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78022311; 78022312; 78022303; 78022307

B. Trademark Registration No.(s) 2,582,307

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bioreason, Inc; Attn: James Bock

6. Total number of applications and registrations involved: 7

Internal Address: Street Address: 121 Sandoval St., Suite 200

7. Total fee (37 CFR 3.41) \$ 190.00

City: Santa Fe State: NM Zip: 87501

Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: James Bock

Signature: James Bock

Date: 01/07/2004

1/21/2004 DBYRNE 00000081 78022311

1 FC:8521 2 FC:8522 40.00 OP 150.00 OP

Total number of pages including cover sheet, attachments, and document: 11

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

Additional receiving parties:

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

Corporation— Germany
No domestic representative designation is attached

2. Michael Grantham
150 Washington Ave., Suite 202
Santa Fe, NM 87501

Individual's citizenship —USA

3. CVM Equity Fund V, LTD., L.L.C.
2575 Park Lane, Suite 200
Lafayette, CO 80026

Corporation

4. Mary Barr
2163 34th St
Los Alamos, NM 87544

Individual's citizenship —U.S.A

5. WAT Limited Partnership
P.O. Box 236
Santa Fe, NM 87504-0236

Limited Partnership

6. Sommer, Udall, Hardwick, Ahern, & Hyatt, LLP. Profit Sharing Plan
P.O. Box 1984
Santa Fe, NM 87504-1984

Limited Partnership

7. Christodoulos Nicolaou
12 Aganippis St.
Limassol, Cyprus 3112

Individual's citizenship— Cyprus

Additional Trademark application numbers: 78022203; 78022302

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Intellectual Property Security Agreement**") is entered into as of October 29, 2003 by and among Bioreason, Inc., a Delaware corporation ("Grantor"), in favor of the persons listed on the signature page hereto as secured parties (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 "**March 2002 Note Agreement**"), by and among Grantor and the Secured Parties named therein, each such Secured Party agreed to make certain advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in the March 2002 Note Agreement (collectively, the "**March 2002 Loans**").

B. The March 2002 Loans were made upon the condition, among others, that Grantor shall execute and delivered to each Secured Party a Security Agreement dated March 21, 2002 (the "**Original Security Agreement**") and an Intellectual Property Security Agreement of even date therewith.

C. Pursuant to that certain Note Purchase Agreement dated as of October 29, 2003 (as the same may from time to time be amended, modified, supplemented or restated, the "**October 2003 Note Agreement**"), by and among Grantor and the Secured Parties named therein, each such Secured Party agreed to make certain advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in the October 2003 Note Agreement (collectively, the "**October 2003 Loans**").

D. The October 2003 Loans are being made upon the condition, among others, that Grantor execute and deliver to each Secured Party an Amended and Restated Security Agreement (the "**Security Agreement**"), which amends and restates the Original Security Agreement and the Intellectual Property Security Agreement so as to allow all persons who made advances under either the March 2002 Note Agreement or the October 2003 Note Agreement (collectively, the "**Note Agreement**") to be deemed a Secured Party thereunder and pursuant to which Grantor has granted to each Secured Party a security interest in all of Grantor's Collateral; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Agreement and the Security Agreement and all other agreements now existing or hereafter arising between Grantor and each Secured Party (the "**Transaction Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note Agreement and the other Transaction Documents, including under any Note issued pursuant thereto, Grantor reaffirms the grant and pledge to each Secured Party of a security interest in all of Grantor's intellectual property Collateral with respect to the March 2002 Loans and hereby grants and pledges to each Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral with respect to the September 2003 Loans (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

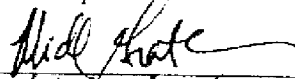
This security interest is granted in conjunction with the security interest granted to each Secured Party under the Note Agreement and Security Agreement. The rights and remedies of each Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note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

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BIOREASON, INC.,
a Delaware corporation

By: 
Name: Michael Grant
Title: CEO

Address: 121 Sandoval Street
Suite 200
Santa Fe, NM 87501

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT

DATED OCTOBER 29 2003

SECURED PARTY:

Future Capital AG

FUTURE CAPITAL AG

HESSEN LIFE SCIENCES CHEM

By: [Signature]
WESTENDSTRASSE 16-22 · 60325 FRANKFURT AM MAIN

Name: [Signature] TEL: 069 24 24 24 (FAX: 069 24 24 30

Title: [Signature]
WWW.FUTURECAPITAL.COM
E-MAIL: INFO@FUTURECAPITAL.COM

Address: 16-22 Westendstrasse
60325 Frankfurt am Main
Germany

Nov 20 03 11:04a

P. 4

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT

DATED OCTOBER , 2003

SECURED PARTY:

International Venture Fund I, L.P.

By: International Venture Fund I, L.L.C.

Its: General Partner

By: [Signature]

Name: Debra Guerin
Its: Managing Director

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

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED OCTOBER 29 2003

SECURED PARTY:



Michael Grantham

Address: 150 Washington Ave., Suite 202
Santa Fe, NM 87501

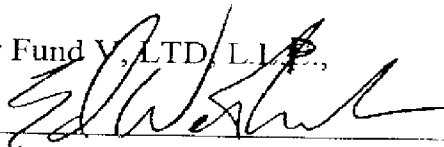
SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED OCTOBER 29 2003

SECURED PARTY:

CVM Equity Fund V, LTD/LLP

By:



Name:

ED WEATHERBEE

Title:

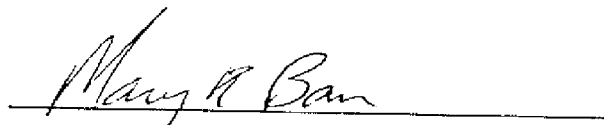
Partner

Address: 2575 Park Lane, Suite 200
Lafayette, CO 80026

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT

DATED OCTOBER 29 2003

SECURED PARTY:



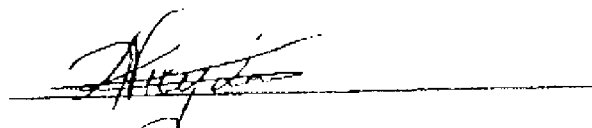
Mary Barr

Address: 2163 34th Street
Los Alamos, NM 87544

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT

DATED OCTOBER 16, 2003

SECURED PARTY:



Christodoulos Nicolaou

Address: 12 Aganippis St.
Limassol, Cyprus 3112

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED OCTOBER 29 2003

SECURED PARTY:

Sommer, Udall, Hardwick, Ahern, & Hyatt, LLP Profit Sharing Plan

By: [Signature]

Name: Kurt A. Sommer

Title: Trustee fbo Kurt A. Sommer.

Address: P.O. Box 1984

Santa Fe, NM 87504-1984

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED OCTOBER 29 2003

PURCHASER:

WAT Limited Partnership

By: Warren A. Thompson

Name: Warren A. Thompson

Title: General Partner

Address: P.O. Box 236

Santa Fe, NM 87504-0236

TRADEMARK

**EXHIBIT A
COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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NONE.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Method and System for Artificial Intelligence Directed Lead Discovery Through Multi-Domain Clustering.	99,098-A 99,098-B	
Method and System For Artificial Intelligence Directed Lead Discovery Through Multi-Domain Agglomerative Clustering.	99,832-A	
Artificial Intelligence Directed Lead Discovery ("Tree-Development")	99,094	
Method and System For Artificial Intelligence Directed Lead Discovery in High Throughput Screening Data.	99,097	

**EXHIBIT C
TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AdmePharmer		
ToxPharmer		
ProjectPharmer		
GenePharmer		
DataPharmer		
DrugPharmer		
KnowledgePharm		