

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bioject, Inc.		12/15/2004	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Partners for Growth, L.P.		
Street Address:	560 Mission Street		
Internal Address:	Third Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78475891	VETJET	
Registration Number:	1838619	VITAJET	
Registration Number:	2095147	BIOJECT	
Registration Number:	2095148	BIOJECTOR	
Serial Number:	78475897	PETJET	
CORRESPONDENCE DATA			
Fax Number:	(415)358-4780		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan, Esq.		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		

OP \$140.00 78475891

Signature:	/ben_greenSPAN_II/
Date:	12/27/2004
Total Attachments: 14 source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page1.tif source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page2.tif source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page3.tif source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page4.tif source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page5.tif source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page6.tif source=PfG Bioject Inc IP Security Agreement address- REVOLVER FINAL#page7.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page1.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page2.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page3.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page4.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page5.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page6.tif source=PfG Bioject Inc IP Security Agreement address- term FINAL#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2004 by and between **PARTNERS FOR GROWTH, L.P.** ("PFG") and Bioject Inc., an Oregon corporation ("Grantor"), with reference to the following facts:

A. PFG and Grantor are parties to that certain Loan and Security Agreement of even date with this Agreement in respect of a revolving credit facility (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request

from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor: BIOJECT INC.

Bioject, Inc.
20245 S.W. 95th Ave.
Tualatin, OR 97062

By: _____
Name: _____
Title: _____

Address of PFG: PARTNERS FOR GROWTH, L.P.

560 Mission Street, 3rd floor
San Francisco, CA 94105

By: _____
Name: _____

Title: Manager, Partners for Growth, LLC
Its: General Partner

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>USA Trademarks:</u>		
PETJET	78475897	8/30/04
VETJET	78475891	8/30/04
VITAJET®	1838619	06/07/94
BIOJECT®	2095147	09/09/97
BIOJECTOR®	2095148	09/09/97
<u>Foreign Trademarks:</u>		
B-2000	3300833	09/09/02
BIOJECTOR	378650	01/25/91
BIOJECT	3301088	09/26/02
BIOJECT	05925 2003	05/14/03
BIOJECT	4172641	07/31/98
BIOJECT	497123	03/09/99
BIOJECT	526097	03/30/00

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>USA Patents:</u>		
Single-use needle-less hypodermic jet injection apparatus and method	6689093	02/10/04
Needle-free injection system	6676630	01/13/04
Durable needle-less jet injector apparatus and method	6648850	11/18/03
Simplified disposable needle-free injection apparatus and method	6645170	11/11/03
Disposable needle-free injection apparatus and method	6641554	11/04/03
Disposable needle-free injection apparatus and method	6607510	08/19/03
Jet injector apparatus and method	6585685	07/01/03
Ergonomic needle-less jet injection apparatus and method	6572581	06/30/03
Needle-less injection system	6506177	01/14/03
Disposable needle-free injection apparatus and method	6471669	10/29/02
Needleless syringe with prefilled cartridge	6383168	05/07/02
Intradermal injection system for injecting DNA-based injectables into humans	6319224	11/20/01
Single-use needle-less hypodermic jet injection apparatus and method	6264629	07/24/01
Needleless syringe with prefilled cartridge	6132395	10/17/00
NGAS powered self-resetting needle-less hypodermic jet injection apparatus and method	6096002	08/01/00
Injection Apparatus	5993412	11/30/99
Medication vial/syringe liquid-transfer apparatus	5893397	04/13/99
Injection Apparatus	D399951	10/20/98
Ampule filling device	5649912	07/22/97
Needleless hypodermic injection methods and device	5520639	05/28/96
Ampule for needleless injection	5503627	04/02/96
Drug vial mixing and transfer device	5466220	11/14/95
Needleless hypodermic injection methods and device	5399163	03/21/95
Needleless hypodermic injection device	5383851	01/24/95
Needleless Injector	D349958	08/23/94

Method for manufacturing an ampule	5312577	05/17/94
Needleless hypodermic injection device	5312335	05/17/94
Needleless hypodermic injection device	5064413	11/12/91
Pre-filled ampule and non-invasive hypodermic injection device assembly	4941880	07/17/90
Patient-fillable and non-invasive hypodermic injection device assembly	4940460	07/10/90
<u>Foreign Patents:</u>		
Single-use needle-less hypodermic jet injection apparatus and method	00908665.3	08/30/01
Single-use needle-less hypodermic jet injection apparatus and method	2000-599443	08/20/01
Single-use needle-less hypodermic jet injection apparatus and method	PA/a/2001/0083 63	08/17/01
Single-use needle-less hypodermic jet injection apparatus and method	CA 2368142	08/13/01
Disposable needle-free injection apparatus and method	EP 20020789524	11/8/02
Disposable needle-free jet injection apparatus and method	02 713 828.8	09/03/03
Needleless Injection Device	M9300555.5	04/14/93
Needleless Injection Device	2028524	07/24/92
Needleless Injection Device	2003-426219	12/24/03
Needleless hypodermic injection methods and device	2140772	07/23/93
Needleless hypodermic injection methods and device	676490	07/10/97
Needleless hypodermic injection methods and device	0651663	12/01/99
Needleless hypodermic injection methods and device	504714/1994	07/23/93
Ampule for Needleless hypodermic injection device	EP0427457	03/01/95
Intradermal injection system for injecting DNA-based injectables into humans	00813342.5	04/18/02
Intradermal injection system for injecting DNA-based injectables into humans	2001-518109	02/19/02
Intradermal injection system for injecting DNA-based injectables into humans	2382422	02/19/02
Intradermal injection system for injecting DNA-based injectables into humans	00959302.1- 2310	03/05/02
Needleless syringe with prefilled cartridge	2000-586389	06/07/01
Needleless syringe with prefilled cartridge	2353948	06/05/01
Needleless syringe with prefilled cartridge	PA/A/2001/0057 89	06/08/01
Needleless syringe with prefilled cartridge	1807774.9	09/26/02
Needleless syringe with prefilled cartridge	2001-572163	09/27/02
Needleless syringe with prefilled cartridge	01930435.1- 2310	10/11/02
Needleless syringe with prefilled cartridge	2407056	09/26/02

Needleless syringe with prefilled cartridge	1055912	TBD
Injection Apparatus	2290777	04/22/98
Injection Apparatus	98919849.4-	12/20/99
	2310	
Medication vial/syringe liquid-transfer apparatus	2192623	06/27/00
Medication vial/syringe liquid-transfer apparatus	783879	05/21/03
Medication vial/syringe liquid-transfer apparatus	343312/96	12/24/96

SCHEDULE C

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Na		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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A. PFG and Grantor are parties to that certain Term Loan and Security Agreement of even date with this Agreement (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request

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Address of Grantor: BIOJECT, INC.

Bioject, Inc.
20245 S.W. 95th Ave.
Tualatin, OR 97062

By: _____

Name: _____

Title: _____

Address of PFG: PARTNERS FOR GROWTH, L.P.

560 Mission Street, 3rd floor
San Francisco, CA 94105

By: _____

Name: _____

Title: Manager, Partners for Growth, LLC
Its: General Partner

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Needleless syringe with prefilled cartridge	PA/A/2001/0057 89	06/08/01
Needleless syringe with prefilled cartridge	1807774.9	09/26/02
Needleless syringe with prefilled cartridge	2001-572163	09/27/02
Needleless syringe with prefilled cartridge	01930435.1- 2310	10/11/02
Needleless syringe with prefilled cartridge	2407056	09/26/02

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SCHEDULE C

Copyrights

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