

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aviagen Inc.		04/22/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS Limited, As Secured Party		
<b>Street Address:</b>	1 Finsbury Avenue		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2M 2PP		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78533081	AA ARBOR ACRES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-878-8000		
<b>Email:</b>	trademark.group@cliffordchance.com		
<b>Correspondent Name:</b>	Melissa Schrader		
<b>Address Line 1:</b>	Clifford Chance US LLP		
<b>Address Line 2:</b>	31 West 52nd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6131		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

**CH \$40.00 78533081**

NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	05/24/2005
Total Attachments: 4 source=Document45_1#page1.tif source=Document45_2#page1.tif source=Document45_3#page1.tif source=Document45_4#page1.tif	

Draft: [ ] April 21, 2005

**SUPPLEMENT TO SECURITY AGREEMENT  
(TRADEMARKS)**

**WHEREAS**, Aviagen Inc. (the "Grantor") has adopted, uses and/or owns the trademarks, trade names, service marks, trademark and service mark registrations, and trademark and service mark applications listed on the annexed Schedule 1-A, (the "Trademarks"); and

**WHEREAS**, the Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business associated with or symbolized by the Trademarks, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations, and Secured Party hereby accepts said security interest and mortgage from Grantor.
2. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment of and grant of a security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
3. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.
4. The rights and remedies of the Secured Party with respect to the security interest in the Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Supplement to Security Agreement.

5. In the event of any conflict between the terms and provisions of this Supplement to Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

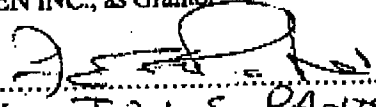
6. Subject to paragraphs 3, 4, and 5 hereof, this Supplement to Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

7. This Supplement to Security Agreement may be modified or amended only by a further agreement in writing executed by both Parties hereto.

This Supplement to Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the rights and remedies hereunder, in respect of the Collateral are governed by the law of a jurisdiction other than New York.

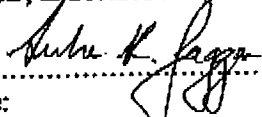
**IN WITNESS WHEREOF**, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of April 22, 2005.

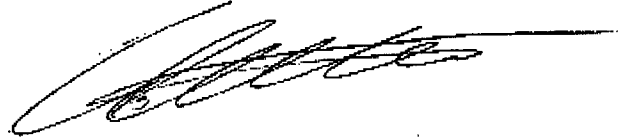
AVIAGEN INC., as Grantor

By:   
Name: IAN S PANTOW  
Title: DIRECTOR.

Accepted:

UBS LIMITED, as Secured Party

By:   
Name: Luke Jaggar  
Title: Director



Christian Rothardt  
Director  
Global Syndicated Finance

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT  
TRADEMARKS**

<b>U.S. TRADEMARKS</b>					
<b>Mark</b>	<b>Reg. No. or Serial No.</b>	<b>Int'l Class</b>	<b>Reg. Date or Filing Date</b>	<b>Status</b>	<b>Owner of Record</b>
FLOCK TRACKING SYSTEM & Design	76/468,695	009	Filed Nov. 20, 2002	Pending	Aviagen Inc.
FTS & Design	76/468,692	009	Filed Nov. 20, 2002	Pending	Aviagen Inc.
AVIAGEN	2,697,241	031	Reg. March 11, 2003	Section 8/15 due: March 11, 2009 Renewal date: March 11, 2013	Aviagen, Inc.
AVIAGEN & Design	2,694,850	031	Reg. March 18, 2003	Section 8/15 due: March 18, 2009 Renewal date: March 18, 2013	Aviagen, Inc.
FSY	2,099,855	031	Reg. Sept. 23, 1997	Section 8/15 due: Sept 23, 2003 Renewal date: Sept. 23, 2007	Aviagen, Inc.
ARBOR ACRES (Stylized)	708,576	031	Reg. Dec. 20, 1960	Renewal date: Dec 20, 2010	Aviagen, Inc.
ARBOR ACRES AA & Design	713,316	031	Reg. Date April 4, 1961	Renewal date April 4, 2011	Aviagen, Inc.
HARCO & Design	789,260	031	Reg. May 11, 1965	Renewal date: May 11, 2005	Aviagen, Inc.
AA ARBOR ACRES & Design	78533081	031	Filed Dec. 15, 2004	Pending	Aviagen, Inc.