

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
Aviva Biosciences Corporation		06/30/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Oxford Finance Corporation
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78563060	GREMA
Registration Number:	2861678	AVIPREP
Registration Number:	2861679	AVIWASH
Serial Number:	78225601	AVIVA BIOSCIENCES
Registration Number:	2858594	SEALCHIP
Serial Number:	76197519	AVISYSTEM
Serial Number:	76197518	AVIBEAD
Registration Number:	2805259	AVICHIP

CORRESPONDENCE DATA

Fax Number: (404)962-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-885-3697
 Email: trademarks@troutmansanders.com
 Correspondent Name: Anne E. Yates
 Address Line 1: 600 Peachtree Street, NE

OP \$215.00 78563060

Address Line 2: Troutman Sanders LLP - Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	30690.31
NAME OF SUBMITTER:	Anne E. Yates, Esq.
Signature:	/aey/
Date:	01/10/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of JUNE 30 2005 by and between OXFORD FINANCE CORPORATION ("Secured Party") and Aviva Biosciences Corporation ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Master Security Agreement No. 4081065 between Secured Party and Grantor (as the same may be amended, modified or supplemented from time to time, the "Master Security Agreement") and the Promissory Notes from time to time executed by Grantor in favor of Secured Party in connection therewith (the Notes"). Secured Party is willing to make available to grantor the indebtedness evidenced by the Notes, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor evidenced by the Notes.

B. Pursuant to the terms of the Master Security Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt 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 evidenced by the Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations evidenced by the Notes, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C), 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 Secured Party under the Master Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Master Security Agreement and the other Debt Documents (as defined in the Master Security Agreement), and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Master Agreement or any of the Debt 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Master Security Agreement or any of the other Debt Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TRADEMARK

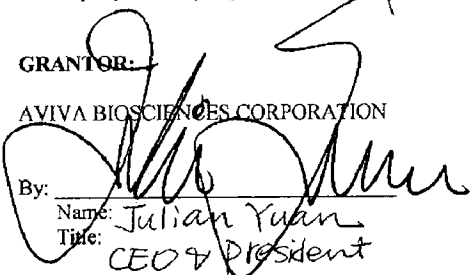
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
11180 Roselle St, Suite 200
San Diego, California 92121

GRANTOR:

AVIVA BIOSCIENCES CORPORATION

By: 
Name: Julian Yuan
Title: CEO & President

Address of Secured Party:
133 N. Fairfax Street
Alexandria, Virginia 22314

SECURED PARTY:

OXFORD FINANCE CORPORATION

By: 
Name: Michael J. Altenburger
Title: Chief Financial Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and Compositions for Identifying Nucleic Acid Molecules Using Nucleolytic Activities and Hybridization	6,900,013	05/31/2005
Apparatus And Methods For Field Flow Fractionation Of Particles Using Acoustic And Other Forces	6,881,314	04/19/2005
Compositions And Methods For Separation Of Moieties On Chips	6,858,439	02/22/2005
Individually Addressable Micro-Electromagnetic Unit Array	6,806,050	10/19/2004
Individually Addressable Micro-Electromagnetic Unit Array Chips In Horizontal Configurations	6,716,642	04/06/2004
Apparatus And Method For High Throughput Electrorotation Analysis	6,630,835	10/07/2003
Apparatus For Switching And Manipulating Particles And Method Of Use Thereof	6,596,143	07/22/2003
Apparatus And Method For High Throughput Electrorotation Analysis	6,448,794	09/10/2002
Individually Addressable Micro-Electromagnetic Unit Array Chips	6,355,491	03/12/2002
Biochip Devices For Ion Transport Measurement, Methods Of Manufacture, And Methods Of Use	10/858,339	06/01/2004
Apparatus Including Ion Transport Detecting Structures And Methods Of Use	10/760,886	01/20/2004
Microelectromagnetic Dispenser Heads And Uses Thereof	10/469,318	04/15/2004
Biochips Including Ion Transport Detecting Structures And Methods Of Use	10/642,014	08/16/2003
Methods, Compositions, And Automated Systems For Separating Rare Cells From Fluid Samples	10/701,684	11/04/2003
Multiple-property Composite Beads And Preparation And Use Thereof	10/104,579	03/21/2002
Methods, Compositions, And Automated Systems For Separating Rare Cells From Fluid Samples	10/268,312	10/10/2002
Microdevices Having A Preferential Axis Of Magnetization And Uses Thereof	10/104,571	03/21/2002
Biochips Including Ion Transport Detecting Structures And Methods Of Use	10/104,300	03/22/2002
Microdevice Containing Photorecognizable Coding Patterns And Methods Of Using And Producing The Same Thereof	09/294,428	08/07/2001
Active And Biocompatible Platforms Prepared By Polymerization Of Surface Coating Films	10/022,058	12/13/2001
Integrated Biochip System For Sample Preparation And Analysis	09/973,629	10/09/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registratio n/ Application Date</u>	<u>Status</u>
GERMA	78-563060	02/08/2005	Pending
AVIPREP	2,861,678	07/06/2004	Registered
AVIWASH	2,861,679	07/06/2004	Registered
AVIVA BIOSCIENCES	78-225601	03/14/2003	Abandoned
SEALCHIP & Design	2,858,594	06/29/2004	Registered
AVISYSTEM	76-197519	01/22/2001	Abandoned
AVIBEAD	76-197518	01/22/2001	Abandoned
AVICHIP	2,805,259	01/13/2004	Registered