

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NUGEN TECHNOLOGIES, INC.		12/21/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SUTTER HILL VENTURES, A CALIFORNIA LIMITED PARTNERSHIP
<b>Street Address:</b>	755 PAGE MILL ROAD, SUITE A-200
<b>Internal Address:</b>	C/O SUTTER HILL VENTURES, ATTN: JEFF BIRD
<b>City:</b>	PALO ALTO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304-1005
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA

<b>Name:</b>	BAND OF ANGELS FUND, L.P.
<b>Street Address:</b>	275 MIDDLEFIELD RD.
<b>Internal Address:</b>	ATTN: IAN SOBIESKI
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA

<b>Name:</b>	RADIUS VENTURE PARTNERS II, L.P.
<b>Street Address:</b>	ONE ROCKEFELLER PLAZA, SUITE 920
<b>Internal Address:</b>	C/O RADIUS VENTURES LLC, ATTN: JORDAN DAVIS
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 11

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Property Type	Number	Word Mark
Serial Number:	76254422	SPIA
Registration Number:	2830699	SPIA
Serial Number:	76254423	E-SPIA
Serial Number:	76254430	NUGEN
Registration Number:	2882764	NUGEN
Serial Number:	78195935	OVATION
Serial Number:	78236156	RIBO-SPIA
Serial Number:	78976606	RIBO-SPIA
Serial Number:	78425270	RNA IMMORTALIZATION
Serial Number:	78627154	WT-OVATION
Serial Number:	78627172	IMAGINE MORE FROM LESS

**CORRESPONDENCE DATA**

Fax Number: (650)233-4545  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650.233.4500  
Email: judy.keeley@pillsburylaw.com  
Correspondent Name: DAVID H. JAFFER  
Address Line 1: 2475 HANOVER STREET  
Address Line 2: PILLSBURY WINTHROP SHAW PITTMAN LLP  
Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER:	061629-000-0001
NAME OF SUBMITTER:	DAVID H. JAFFER
Signature:	/David H. Jaffer/
Date:	01/13/2006

**Total Attachments: 13**  
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**TRADEMARK**

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 December 12, 2005, 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.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 21st day of December, 2005.

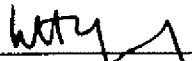
**GRANTOR:**

**NUGEN TECHNOLOGIES, INC.**

By:   
Elizabeth Hutt, Chief Executive Officer

**SECURED PARTY(IES):**

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

By: 

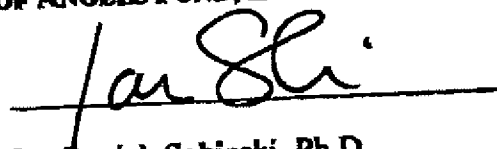
Name: William H. Younger, Jr.

Title: Managing Director of General Partner

**SECURED PARTY(IES):**

**BAND OF ANGELS FUND, L.P.**

By:

A handwritten signature in cursive script, appearing to read "Ian Sobieski", is written over a horizontal line.

Name: Ian Patrick Sobieski, Ph.D.

Title: Managing Director

**SECURED PARTY(IES):**

**RADIUS VENTURE PARTNERS II, L.P.**

By: 

Name: JORDAN DAVIS

Title: MANAGING MEMBER



## Schedule of Issued Patents

6,251,639

6,692,918

6,686,156

## Schedule of Pending Patent Applications

10/713,696

09/974,756

10/017,880

10/100,321

10/686,466

10/096,221

10/386,623

10/404,895

10/441,663

10/824,829

60/533,381

# **SCHEDULE OF TRADEMARKS**

<b>SPIA</b> Serial No: 1121226
<b>NUGEN</b> Serial No: 1121227
<b>OVATION</b> Serial No: 1178251
<b>RIBO-SPIA</b> Serial No: 1193335
<b>WT-OVATION</b> Serial No: 1277616
<b>IMAGINE MORE FROM LESS</b> Serial No: 1277617
<b>NUGEN</b> Serial No: 2459766 Reg. No: 2459766
<b>OVATION</b> Serial No: 003206364 Reg. No: 003206364
<b>RIBO-SPIA</b> Serial No: 003405545 Reg. No: 003405545
<b>WT-OVATION</b> Serial No: pending
<b>IMAGINE MORE FROM LESS</b> Serial No: pending
<b>SPIA</b> Serial No: 2459634 Reg. No: 002459634
<b>SPIA (CL.1)</b> Serial No: 200199105 Reg. No: 4751443
<b>NUGEN</b> Serial No: 200199106 Reg. No: 4802340
<b>OVATION</b> Serial No: 200339737

Reg. No: 4773225
<b>RIBO-SPIA</b> Serial No: 200389561 Reg. No: 4848027
<b>WT-OVATION</b> Serial No: 2005101202
<b>IMAGINE MORE FROM LESS</b> Serial No: 2005101202
<b>SPIA</b> Serial No: 515595 Reg. No: 760355
<b>SPIA</b> Serial No: 515596 Reg. No: 738226
<b>NUGEN</b> Serial No: 515591 Reg. No: 738224
<b>NUGEN</b> Serial No: 515592 Reg. No: 759057
<b>NUGEN</b> Serial No: 515593 Reg. No: 759058
<b>NUGEN</b> Serial No: 515594 Reg. No: 738225
<b>OVATION</b> Serial No: 601028 Reg. No: 815630
<b>OVATION</b> Serial No: 601029 Reg. No: 852075
<b>RIBO-SPIA</b> Serial No: 623637 Reg. No: 828014
<b>RIBO-SPIA</b> Serial No: 623638 Reg. No: 828015
<b>WT-OVATION</b> Serial No: 748611

<b>WT-OVATION</b> Serial No: 748613
<b>IMAGINE MORE FROM LESS</b> Serial No: 748612
<b>SPIA</b> Serial No: 106142001 Reg. No: 502368
<b>NUGEN</b> Serial No: 106132001 Reg. No: 502367
<b>OVATION</b> Serial No: 519462003 Reg. No: 512907
<b>RIBO-SPIA</b> Serial No: 539152003 Reg. No: 524014
<b>WT-OVATION</b> Serial No: pending
<b>IMAGINE MORE FROM LESS</b> Serial No: pending
<b>SPIA</b> Serial No: 76/254,422
<b>SPIA</b> Serial No: 76/976,224 Reg. No: 2,830,699
<b>E-SPIA</b> Serial No: 76/254,423
<b>NUGEN</b> Serial No: 76/254,430
<b>NUGEN</b> Serial No: 76/976,766 Reg. No: 2,882,764
<b>OVATION</b> Serial No: 78/195,935
<b>RIBO-SPIA</b> Serial No: 78/236,156
<b>RIBO-SPIA</b> Serial No: pending (divisional)
<b>RNA IMMORTALIZATION</b>

Serial No: 78/425,270

**WT-OVATION**  
Serial No: 78/627,154

**IMAGINE MORE FROM LESS**  
Serial No: 78/627,172

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

**NAME AND ADDRESS**

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**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

**BAND OF ANGELS FUND, L.P.**  
275 Middlefield Rd.  
Menlo Park, CA 94025  
Attn: Ian Sobieski

**RADIUS VENTURE PARTNERS II, L.P.**  
c/o Radius Ventures LLC  
One Rockefeller Plaza, Suite 920  
New York, New York 10020  
Attn: Jordan Davis