

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
Avexus, Inc.		02/24/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wall Street Technology Partners LP
Street Address:	1325 Avenue of the Americas, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES
Name:	Moore Macro Fund, L.P.
Street Address:	One Penn Plaza, Suite 2207
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES
Name:	QTV Capital Limited
Street Address:	12930 Saratoga Avenue, Suite D-8
City:	Saratoga
State/Country:	CALIFORNIA
Postal Code:	95070
Entity Type:	COMPANY: UNITED STATES
Name:	Red Rock Ventures - Cayman Investors III, L.P.
Street Address:	180 Lytton Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

CH \$165.00 78439639

Entity Type:	LIMITED PARTNERSHIP: UNITED STATES
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Name:	Palisades Ventures, L.P.
Street Address:	11766 Wilshire Boulevard, Suite 890
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

Name:	Palisades Qualified Investors, L.P.
Street Address:	11766 Wilshire Boulevard, Suite 890
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

Name:	Palisades Non-Qualified Investors, L.P.
Street Address:	11766 Wilshire Boulevard, Suite 890
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

Name:	Shane Lundgren
Street Address:	P.O. Box 737
City:	Camp Sherman
State/Country:	OREGON
Postal Code:	97730
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Red Rock Ventures - SBIC III, L.P.
Street Address:	180 Lytton Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark

Serial Number:	78439639	SMARTBENCH
Serial Number:	78459846	AVEXNET
Serial Number:	78553727	AVEXUS
Serial Number:	78553740	AVEXUS
Serial Number:	78553748	AVEXUS
Serial Number:	75328918	IMPRESA

CORRESPONDENCE DATA

Fax Number: (415)693-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4156932440
Email: crhem@cooley.com
Correspondent Name: Chris Rhem
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111-5800

ATTORNEY DOCKET NUMBER:	AVEXUS, INC. 304926-100
NAME OF SUBMITTER:	Chris Rhem
Signature:	/CR/
Date:	03/24/2006

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 2006 by and between AVEXUS, INC., a Delaware corporation ("*Company*") and the secured parties listed on the signature page hereof (each a "*Secured Party*" and collectively, the "*Secured Parties*").

RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Company (the "*Loans*") in the amounts and manner set forth in those certain Secured Convertible Promissory Notes executed by Company in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Secured Convertible Promissory Note and Warrant Purchase Agreement, of even date hereof, by and between Company and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Secured Parties are willing to make the Loans to Company, but only upon the condition, among others, that Company shall enter into this Intellectual Property Security Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Company and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Company has granted to Secured Parties a security interest in all of Company's right, title and interest in, to or under substantially all of the Company's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 the Secured Obligations, Company hereby represents, warrants, covenants and agrees as follows:

To secure the Secured Obligations, Company grants and pledges to Secured Parties a security interest in all of Company's right, title and interest in, to and under its Intellectual Property (including without limitation those Trademarks listed on Exhibit A 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 Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement, the Notes, and the Purchase Agreement (collectively, the "*Loan Documents*"), and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for

herein or in the other Loan 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 Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or in the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

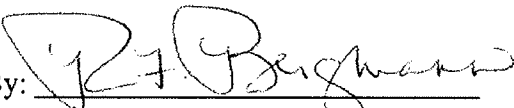
Company represents and warrants that Exhibits A and B attached hereto set forth any and all intellectual property rights in connection with which Company has registered or filed an application with the United States Patent and Trademark Office.

[Signature pages follow.]

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

COMPANY:

AVEXUS, INC.

By: 
Print Name: RICHARD BERGMANN
Title: CEO

SECURED PARTIES:

WALL STREET TECHNOLOGY PARTNERS LP

By: _____
Print Name: _____
Title: _____

QTV CAPITAL

By: _____
Print Name: _____
Title: _____

RED ROCK VENTURES – SBIC III, L.P.

**BY RRV PARTNERS III A, LLC
ITS GENERAL PARTNER**

By: _____
Print Name: _____
Title: _____

**RED ROCK VENTURES – CAYMAN INVESTORS
III, L.P.**

**BY RRV PARTNERS III, LLC
ITS GENERAL PARTNER**

By: _____
Print Name: _____
Title: _____

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

COMPANY:

AVEXUS, INC.

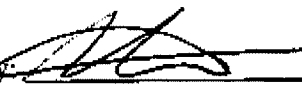

By: _____

Print Name: _____

Title: _____

SECURED PARTIES:

WALL STREET TECHNOLOGY PARTNERS LP

By:  _____ 

Print Name: Victoria Katson Adam Lichtenstein

Title: Authorized Person

QTV CAPITAL

By: _____

Print Name: _____

Title: _____

RED ROCK VENTURES – SBIC III, L.P.

**BY RRV PARTNERS III A, LLC
ITS GENERAL PARTNER**

By: _____

Print Name: _____

Title: _____

**RED ROCK VENTURES – CAYMAN INVESTORS
III, L.P.**

**BY RRV PARTNERS III, LLC
ITS GENERAL PARTNER**

By: _____

Print Name: _____

Title: _____

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

COMPANY:

AVEXUS, INC.

By: _____

Print Name: _____

Title: _____

SECURED PARTIES:

WALL STREET TECHNOLOGY PARTNERS LP

By: _____

Print Name: _____

Title: _____

QTV CAPITAL

By: *[Signature]*

Print Name: *Emilie Demergout*

Title: *Managing Director*

RED ROCK VENTURES – SBIC III, L.P.

**BY RRV PARTNERS III A, LLC
ITS GENERAL PARTNER**

By: _____

Print Name: _____

Title: _____

**RED ROCK VENTURES – CAYMAN INVESTORS
III, L.P.**

**BY RRV PARTNERS III, LLC
ITS GENERAL PARTNER**

By: _____

Print Name: _____

Title: _____

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

COMPANY:

AVEXUS, INC.

By: _____

Print Name: _____

Title: _____

SECURED PARTIES:

WALL STREET TECHNOLOGY PARTNERS LP

By: _____

Print Name: _____

Title: _____

QTV CAPITAL

By: _____

Print Name: _____

Title: _____

RED ROCK VENTURES – SBIC III, L.P.

BY RRV PARTNERS III A, LLC
ITS GENERAL PARTNER

By: Sam Boyd

Print Name: _____

Title: _____

RED ROCK VENTURES – CAYMAN INVESTORS
III, L.P.

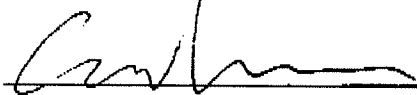
BY RRV PARTNERS III, LLC
ITS GENERAL PARTNER

By: Sam Boyd

Print Name: _____

Title: _____


PALISADES VENTURES, L.P.

By: 

Print Name: Anders N. Richardson

Title: Managing Director

PALISADES QUALIFIED INVESTORS, L.P.

By: 

Print Name: Anders N. Richardson

Title: Managing Director

PALISADES NON-QUALIFIED INVESTORS, L.P.

By: 

Print Name: Anders N. Richardson

Title: Managing Director

SHANE LUNDGREN

PALISADES VENTURES, L.P.

By: _____

Print Name: _____

Title: _____


PALISADES QUALIFIED INVESTORS, L.P.

By: _____

Print Name: _____

Title: _____

PALISADES NON-QUALIFIED INVESTORS, L.P.

By: 

Print Name: SHANE LUNDGREN

Title: _____

SHANE LUNDGREN

MOORE MACRO FUND, L.P.
BY: MOORE CAPITAL MANAGEMENT, LLC
ITS: TRADE MANAGER
By: *James Danza*
Print Name: JAMES DANZA
Title: TREASURER

984097 v2/SP

5.

(AVEXUS)

NO. 522

MAR. 23. 2006 2:53PM

TRADEMARK
REEL: 003276 FRAME: 0495

EXHIBIT A

TRADEMARKS

MARK	SERIAL NO.	FILING DATE
SMARTBENCH	78439639	06/22/2004
AVEXNET	78459846	07/30/2004
AVEXUS	78553727	01/25/2005
AVEXUS	78553740	01/25/2005
AVEXUS	78553748	01/25/2005
IMPRESA	75328918	07/22/1997

EXHIBIT B

PATENTS

(None)