

**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>
Repromedix Corp.		06/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Salem Five Cents Savings Bank		
<b>Street Address:</b>	210 Essex Street		
<b>City:</b>	Salem		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01970		
<b>Entity Type:</b>	Massachusetts Savings Bank: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3073504	HELPING DOCTORS HELP COUPLES	
<b>Registration Number:</b>	3029183	REPROMEDIX	
<b>Registration Number:</b>	3039668	REPROMEDIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)646-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(617) 646-2119		
<b>Email:</b>	vkalaitzidis@sherin.com		
<b>Correspondent Name:</b>	Vasiliki Kalaitzidis, Sherin and Lodgen		
<b>Address Line 1:</b>	101 Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	26250/0		
<b>NAME OF SUBMITTER:</b>	Vasiliki Kalaitzidis		
<b>Signature:</b>	/Vasiliki Kalaitzidis/		

OP \$90.00 3073504

Date:

07/12/2006

**Total Attachments: 8**

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**SECURITY AGREEMENT  
(PATENTS AND TRADEMARKS)**

**THIS SECURITY AGREEMENT** (this "**Agreement**"), dated as of June 1, 2006, is entered into by and between **REPROMEDIX CORP.**, a Delaware corporation (the "**Debtor**"), with a principal place of business at 86 and 88 Cummings Park, Woburn, Massachusetts 01801, and **SALEM FIVE CENTS SAVINGS BANK**, a Massachusetts savings bank with a principal place of business at 210 Essex Street, Salem, Massachusetts 01970 (the "**Secured Party**").

**WHEREAS**, the Debtor has requested that the Secured Party extend a Two Million Dollar (\$2,000,000.00) revolving line of credit facility to the Debtor, **and**, subject to the terms and conditions of this Agreement and a certain Secured Loan and Revolving Line of Credit Agreement between Debtor and Secured Party dated as of April 13, 2005, as amended by a certain First Amendment to Secured Loan and Revolving Line of Credit Agreement dated as of March 9, 2006, as further amended by a certain Second Amendment to Secured Loan and Revolving Line of Credit Agreement dated as of the date hereof (the "**Loan Agreement**"), the Secured Party has agreed to extend such credit facility; and

**WHEREAS**, the Debtor and the Secured Party desire to execute a supplemental security agreement to be filed with the PTO (defined below);

**NOW THEREFORE**, Debtor and Secured Party hereby agree as follows:

**SECTION 1. Definitions; Interpretation.**

(a) **Terms Defined in the Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2 below.

"Obligations" has the meaning set forth in the Loan and Security Agreement.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein or in the Loan Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

**SECTION 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in and to the Collateral, as defined below.

For purposes of this Agreement, the term "**Collateral**" shall mean all the Debtor's present and future right, title and interest in and to all of the following property, whether such property be now

existing or hereafter created, acquired or arising or now or hereafter received by or belonging or owing to the Debtor:

- (i) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as are described on **Schedule A** attached hereto), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals extensions and continuations-in-part thereof;
  - (ii) All state (including common law), federal and foreign trademarks, service marks and tradenames, and applications for registration of such trademarks, service marks and tradenames (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of verified statement of use, or the equivalent, for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as are described on **Schedule A** attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
  - (iii) All goodwill (including the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the Collateral described in the subparagraph (ii) of this Section 2(a)), trade secrets, records, files, computer programs, and software and data, customer lists, ledger sheets, trade names, trade secrets, and copyrights;
  - (iv) All general intangibles relating in any way to items (i), (ii) and/or (iii) above; and
  - (v) All proceeds of Collateral of every kind and nature and in whatever form.
- (b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11 of this Agreement.

**SECTION 3. Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under a certain Security Agreement by and between Debtor and Secured dated as of April 13, 2005 (the "Security Agreement"), and any other security documents referred to therein or in the Loan Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are in addition to those set forth in the Loan Agreement and the Security Agreement, or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.** Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of (i) U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, and (ii) U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto. Further, the Debtor represents and warrants to Secured Party that, (a) except for the security interest granted to

Secured Party and except as otherwise set forth in **Schedule B** attached hereto, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or the proceeds thereof; (b) the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on Debtor, including any license agreement relating to the Collateral or any part thereof, in any material respect; (c) there are no legal actions or administrative proceedings pending or, to the Debtor's knowledge, threatened before any court or administrative agency relating to the Collateral, or any part thereof, and (d) the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

**SECTION 5. Further Acts.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.** If Debtor shall obtain rights to any new trademarks or patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks, including any renewals or extensions of any trademark registrations, and patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending **Schedule A** attached hereto to include any such new trademark or patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A** attached hereto.

**SECTION 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

**SECTION 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the Commonwealth of Massachusetts.

**SECTION 9. Amendment.** Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties hereto. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement **Schedule A** hereto as

provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement or the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement and Security Agreement.

**SECTION 10. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

**SECTION 11. Termination.** Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

**SECTION 12. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTOR:  
REPROMEDIX CORP.**

By: Donald B. Hawthorne  
Name: Donald B. Hawthorne  
Title: President & CEO

**SECURED PARTY:  
SALEM FIVE CENTS SAVINGS BANK**


By: \_\_\_\_\_  
Mitchell Marcus  
Senior Vice President

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTOR:  
REPROMEDIX CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:  
SALEM FIVE CENTS SAVINGS BANK**

By:   
\_\_\_\_\_  
Mitchell Marcus  
Senior Vice President



**SCHEDULE A**

**Patents and Trademarks of Repromedix Corp.**

I. Patents

1. Inhibin – A Patent Application No. 20060046274

II. Trademarks

2. Helping Doctors Help Couples U.S. Trademark Reg. No. 3,073,504

3. Repromedix U.S. Trademark Reg. No. 3,029,183

4. Repromedix U.S. Trademark Reg. No. 3,039,668

**SCHEDULE B**

**Schedule of Liens or Encumbrances on Collateral**

1. Patent Application No. 20060046274, Inhibin – A, is co-owned by Shimon Segal.