08-16-2006

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

FORM PTO-1594

(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008) 1 0 3 2	292235	
	MANAGUNLT	
	Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Silicon Valley Bank 3003 Tasman Dr. HF-154	2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? ☐ Yes ☒ No	
Santa Clara, CA 95054	Name: Genesis Biosystems, Inc.	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Internal Address Street Address: 405 St Hwy 121 Bypass D 120	
☐ Corporation-State ☐ Other	City Lawisvilla	
Clue!	City Lewisville	
Additional name(s) of conveying parties attached? ☐Yes ☑ No	State TX	
3. Nature of conveyance/ Execution Date(s):	Zip 75067	
Execution Date(s): 08/08/2006	☐ Association Citizenship ☐ General Partnership Citizenship	
☐ Assignment ☐ Merger	☐ Corporation Citizenship	
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No	
☑ Other <u>: RELEASE</u>	(Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and id	entification or description of the Trademark:	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,378,647	
	2,470,853	
	2,653,213	
C. Identification or Description of Trademark(s) (and Filing Da Registration Number is unknown):	ate if Application or Additional sheets attached? Yes No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 3	
Name: Silicon Valley Bank		
Internal Address: Loan Collateral HF154	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90.00 Authorized to be charged by credit card Authorized to be charged to deposit account Figure 1. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90.00	
Street Address: 3003 Tasman Dr.	Enclosed	
	98.	
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:	
City: Santa Clara State: CA ZIP: 95054 Phone Number: (408) 654-4042	a. Credit Card Last 4 Numbers	
•	a. Credit Card Last 4 Numbers Expiration Date	
Phone Number: (408) 654-4042	a. Credit Card Last 4 Numbers	
Phone Number: (408) 654-4042 Fax Number: (408) 654-6313 Email Address: Idc@svbank.com 9. Signature.	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name	
Phone Number: (408) 654-4042 Fax Number: (408) 654-6313 Email Address: Idc@svbank.com 9. Signature.	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name 8 /8/06 Date 2000 2000 2000 2000 2000 2000 2000 2	
Phone Number: (408) 654-4042 Fax Number: (408) 654-6313 Email Address: Idc@svbank.com 9. Signature.	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name 8 /8/06 Date	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and Genesis Biosystems, Inc. ("Grantor").

RECITALS

- A. Bank 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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

<u>AGREEMENT</u>

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this intellectual Property Security Agreement, the Loan Agreement or any of 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 Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause 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:	Genesis Biosystems, Inc.
405 State Highway 121 Bypass Suite #D-120 Lewisville, TX 75067 Attn: Amés D. LAFFERTY	Title: AssideNC
	BANK:
Address of Bank:	SILICON VALLEY BANK
16633 N. Dallas Parkway, Sixth Floor Addison, TX 75001 Attn: Brian Brown	By: Bia Blow Title: Relationship Manyer

GRANTOR:

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

EXHIBIT B

Patents

Description

Registration/ Application Number Registration/ Application <u>Date</u>

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DERMA GENESIS	2318647	8/22/00
DERMA PEEL	24.70853	7/24/01
DERMACEL	76040831	5/3/00

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application Date

RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Genesis Biosystems, Inc. ("Assignor") in the trademarked works set forth in that certain Intellectual Property And Security Agreement dated, November 1, 2002 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on November 18, 2002, Reel 2619, Frame 0605.

Dated: August 8, 2006

SILICON VALLEY BANK

By: <u>Maribel Higareda</u>

Name: <u>Maribel Higareda</u>

Operations Supervisor Title:

h:\docs\ipagrmts\3release

RECORDED: 08/14/2006