

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
Bioject, Inc.		12/11/2006	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Partners for Growth, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1838619	VITAJET	
Registration Number:	2095147	BIOJECT	
Registration Number:	2095148	BIOJECTOR	
Serial Number:	78475897	PETJET	
Serial Number:	78730575	VITAVAX	
Registration Number:	3112918	VET JET	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan, Esq.		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG-BIOJECT		

OP \$165.00 1838619

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
Date:	12/11/2006
Total Attachments: 4 source=Bioject Fully-signed IP Sec#page1.tif source=Bioject Fully-signed IP Sec#page2.tif source=Bioject Fully-signed IP Sec#page3.tif source=Bioject Fully-signed IP Sec#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 11, 2006 by and between PARTNERS FOR GROWTH, L.P. ("PFG") and Bioject, Inc., an Oregon corporation ("Grantor"), with reference to the following facts:

A. PFG and Grantor are parties to that certain Loan and Security Agreement of even date with this Agreement (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the

Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor: BIOJECT, INC.

Bioject, Inc.
20245 S.W. 95th Ave.
Tualatin, OR 97062

By: Jim O'Shea
Name: O'Shea
Title: CEO

Address of PFG: PARTNERS FOR GROWTH, L.P.

180 Pacific Avenue
San Francisco, CA 94111

By: _____
Name: _____

Title: Manager, Partners for Growth, LLC
Its: General Partner

Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor: BIOJECT, INC.

Bioject, Inc.
20245 S.W. 95th Ave.
Tualatin, OR 97062

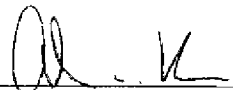
By: _____

Name: _____

Title: _____

Address of PFG: PARTNERS FOR GROWTH, L.P.

180 Pacific Avenue
San Francisco, CA 94111

By:  _____

Name: Andrew W. Hahn

Title: Manager, Partners for Growth, LLC
Its: General Partner

SCHEDULE A

Trademarks

<u>USA Trademarks:</u>	Filing Date	App. #	Issue Date	Mark #
VITAVAX	10/11/2005	78/730,575	Pending	Pending
PET JET	8/30/2004	78/475,897	Pending	Pending
VET JET®	8/30/2004	78/475,891	7/4/2006	3,112,918
VITAJET®	3/11/1993	74/366,838	6/7/1994	1838619
BIOJECT®	9/26/1996	75/172309	9/9/1997	2095147
BIOJECTOR®	9/26/1996	75/172310	9/9/1997	2095148

<u>Foreign Trademarks:</u>	Filing Date	App. #	Issue Date	Mark #
VETJET®	2/25/2005	4310207	2/22/2006	4310207
VETJET	2/25/2005	1,248,576	Pending	Pending
PETJET®	2/25/2005	4,310,215	2/1/2006	4,310,215
PETJET	2/25/2005	1,248,575	Pending	Pending
B-2000®	9/9/2002	3300833	12/14/2005	3300833
BIOJECTOR®	7/2/1987	586984	1/25/1991	378650
BIOJECT	9/9/2002	3301088	Pending	Pending
		2002-		05925
BIOJECT®	8/9/2002	12452	5/14/2003	2003
BIOJECT	3/26/1997	32748/1997	7/31/1998	4172641
BIOJECT®	3/24/1997	497123	3/9/1999	497123
BIOJECT®	3/25/1997	840282	3/30/2000	526097