

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
In Vitro Technologies, Inc.		07/20/2006	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	1 Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78560316	WHERE STATE OF THE ART MEETS SCIENCE
Serial Number:	75735445	BEYOND YOUR EXPECTATIONS
Serial Number:	78476143	IN VITRO TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (312)630-7388

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-368-4058

Email: thomas.ryan@dlapiper.com

Correspondent Name: Thomas W. Ryan

Address Line 1: 203 North LaSalle Street

Address Line 2: DLA Piper US LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

313847-198

DOMESTIC REPRESENTATIVE

900073760

TRADEMARK
REEL: 003516 FRAME: 0731

CH \$90.00 78560316

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Thomas W. Ryan

Signature:

//Thomas W. Ryan//

Date:

04/06/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2006, by IN VITRO TECHNOLOGIES, INC., a Maryland corporation with a principal place of business at 1450 S. Rolling Road Baltimore, Maryland 21227 ("Pledgor"), in favor of BARCLAYS BANK PLC, (the "Secured Party") under the Facility Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Celsis International PLC, as the Company is a party to that certain Term and Revolving Facilities Agreement dated June 13, 2006 (the "Facility Agreement") among (1) the Original Borrowers and the Original Guarantors named therein (each together with the Company, individually, an "Obligor", and collectively, the "Obligors") and (2) Barclays Bank PLC, as bank;

;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated July 20, 2006 (the "Security Agreement") among Pledgor, the other Debtor named therein and Secured Party; and

WHEREAS, pursuant to the Facility Agreement, Pledgor is required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Pledgor hereby grants to Secured Party, a continuing first priority security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i)

infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party, pursuant to the Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois.

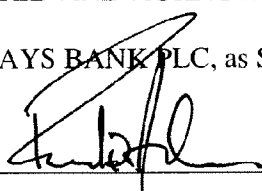
[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


~~IN VITRO TECHNOLOGIES, INC.~~

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:


BARCLAYS BANK PLC, as Secured Party

By: _____
Name: _____
Title: _____

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Where State-of-the-Art Meets Science	78560316	February 3, 2005
Beyond Your Expectations	75735445	July 20, 1999
In Vitro Technologies	78476143	August 31, 2004

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