

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PMC Biogenix, Inc.		02/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	542368	HYSTRENE
Registration Number:	1948647	INDUSTRENE
Registration Number:	765304	KEMAMIDE
Registration Number:	765303	KEMAMINE
Registration Number:	789866	KEMESTER
Registration Number:	1245697	KEMESTER
Registration Number:	726410	KEMSTRENE
Registration Number:	862586	LUBRAZINC
Registration Number:	658413	NEUSTRENE

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8051
 Email: kgibson@stradley.com
 Correspondent Name: Christopher Rosenbleeth, Esquire

CH \$240.00 542368

Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1020
NAME OF SUBMITTER:	Christopher Rosenbleeth
Signature:	/cwr/
Date:	03/07/2008

Total Attachments: 4
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Security Agreement

Trademarks

WHEREAS, PMC Biogenix, Inc., a Delaware corporation (herein referred to as “Grantor”), has adopted, used and is using the trademarks and service marks listed in **Schedule A** attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in **Schedule B** attached hereto and made a part hereof (collectively, the “Trademarks”);

WHEREAS, Grantor is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (herein referred to as “Agent”), as administrative agent and collateral agent for itself and other Secured Parties, and has entered into a Guarantee and Collateral Agreement dated as of the date hereof (the “**Guarantee and Collateral Agreement**”) in favor of Agent, for the benefit of itself and the other Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, and mortgage on, *inter alia*, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Guarantee and Collateral Agreement (the “**Collateral**”), to secure the payment, performance and observance of the Obligations; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Guarantee and Collateral Agreement, and is intended to supplement the Guarantee and Collateral Agreement and evidence and perfect Agent’s security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent, for the benefit of the Secured Parties, a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Guarantee and Collateral Agreement.

Agent’s address is 11 West 42nd Street, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the 29 day of February, 2008.

PMC Biogenix, Inc.

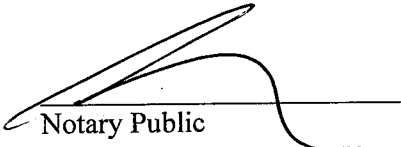
By: _____

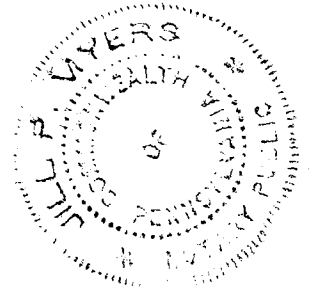
Name: Paritosh M. Chakrabarti

Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this 29th day of February 2008, before me personally came Paritosh M. Chakrabarti, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of PMC Biogenix, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation, intending for the same to be effective as of February 29th 2008.


Notary Public
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL P. MYERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2011



SCHEDULE A

U.S. Registered Trademarks

<u>Name</u>		<u>Number</u>
Hystrene	USA	542368
Industrene	USA	1948647
Kemamide	USA	765304
Kemamine	USA	765303
Kemester	USA	789866
Kemester	USA	1245697
Kemstrene	USA	726410
Lubrazinc	USA	862586
Neustrene	USA	658413

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
		None	

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.