

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
PROTEIN SCIENCES CORPORATION		05/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	310, LLC
Street Address:	2273 Research Boulevard
Internal Address:	Suite 400
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78415179	FLUBLOK
Serial Number:	76617220	FLUBLOK
Serial Number:	75684834	EXPRESSF+
Serial Number:	76591435	BACULOKIT
Serial Number:	75914043	GENEXPRESS
Serial Number:	75914042	GENEXPRESS
Serial Number:	75837517	GENEXPRESS
Serial Number:	75672307	GENEXPRESS
Serial Number:	75672306	GENEXPRESS
Serial Number:	75483780	GENEXPRESS

CORRESPONDENCE DATA

Fax Number: (202)408-4400

900108024

**TRADEMARK
 REEL: 003788 FRAME: 0025**

OP \$265.00 78415179

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

Phone: 2024084000
Email: tessa.brown@finnegan.com
Correspondent Name: Monica Riva Talley
Address Line 1: 901 New York Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	09735.0999
NAME OF SUBMITTER:	Monica Riva Talley
Signature:	/Monica Riva Talley/
Date:	06/03/2008

Total Attachments: 6

source=310 Security Agreement#page1.tif
source=310 Security Agreement#page2.tif
source=310 Security Agreement#page3.tif
source=310 Security Agreement#page4.tif
source=310 Security Agreement#page5.tif
source=310 Security Agreement#page6.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made as of May 30, 2008, by and between PROTEIN SCIENCES CORPORATION, a Delaware corporation ("Borrower"), and 310, LLC, a Delaware limited liability company ("Lender").

RECITALS

A. In accordance with Section 2(b) of the Loan and Security Agreement, dated March 19, 2008, by and between Lender and Borrower (the "Loan Agreement"), Borrower hereby grants to Lender a security interest in the intellectual property assets listed in each of Exhibit A and Exhibit B attached hereto.

B. The parties are entering into this Agreement to confirm and record the security interest with the U.S. Patent and Trademark Office and any other appropriate governmental office or entity.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Subject to the terms and conditions of the Loan Agreement and as security for the timely payment and performance of any and all indebtedness of Borrower to Lender under the Loan Agreement, Borrower hereby grants to Lender a security in all of the following in which Borrower now holds and hereafter acquires any interest:

(a) all patents and patent applications in any and all countries, including all divisions, continuations, continuations-in-part, reissues, reexaminations, extensions, supplemental patent protection, and renewals thereof and all rights of priority resulting from the filing of said patent applications (granted or pending and any divisionals, continuations, continuations-in-part or applications arising from them) owned or controlled by Borrower as of the date hereof, including but not limited to those patents specifically identified on Exhibit A attached hereto; and

(b) all trademarks and service marks (collectively the "Marks"), including all common law rights, and any domestic and international Mark registrations and applications, along with the goodwill of the business symbolized by the Marks, owned or controlled by Borrower as of the date hereof, including but not limited to those Marks specifically identified on Exhibit B attached hereto.

2. Further Assurances. Borrower will execute any additional documents and take any actions requested by Lender to record this security interest with the U.S. Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country.

3. General Provisions.

(a) Binding Effect. This Agreement shall be binding upon Borrower, its permitted successors, representatives and assigns, and shall inure to the benefit of Lender and its successors, representatives and assigns; provided however that Borrower may not assign or transfer Borrower's obligations under this Agreement without Lender's prior written consent.

(b) Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under contract or applicable law.

(c) Unenforceable Provisions. If one or more provisions of this Agreement are held to be unenforceable under applicable law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(d) Governing Law/Waiver of Notice. Except as may be otherwise provided by the Uniform Commercial Code as in effect from time-to-time in the State of Delaware or in any addendum hereto, this Agreement shall be governed by and construed in accordance with the laws of the State of New York. To the fullest extent permitted by law, Borrower hereby waives presentment, demand, protest, notice of dishonor and all other notices and demands, as well as any applicable statute of limitations.

(e) Jurisdiction and Venue. The state courts of the State of New York and the United States District Court for the Southern District of New York shall have jurisdiction and exclusive venue for any litigation arising out of this Agreement, unless Lender consents in writing otherwise.

(f) Entire Agreement. This Agreement and the Loan Agreement are intended by Borrower and Lender as the final expression of Borrower's obligations to Lender with respect to the subject matter hereof and supersede all prior understandings or agreements concerning the subject matter hereof. This Agreement may be amended only by a writing signed by Borrower and accepted by Lender in writing.

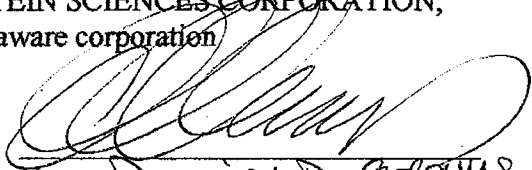
[signature page follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date of the preamble.

BORROWER:

PROTEIN SCIENCES CORPORATION,
a Delaware corporation

By:



Name: Daniel D. Adams
Title: President & CEO

LENDER:

310, LLC
a Delaware limited liability company

By:

Name:
Title:

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date of the preamble.

BORROWER:

PROTEIN SCIENCES CORPORATION,
a Delaware corporation

By: _____

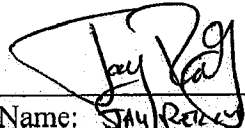
Name:

Title:

LENDER:

310, LLC
a Delaware limited liability company

By: _____

Name:  JAY REILLY

Title: PRESIDENT

Patents

No.	Subject Matter	Patent Number or Serial Number
1.	Neuraminidase-Supplemented Compositions	6,485,729
2.	Neuraminidase-Supplemented Compositions	6,951,649
3.	Method for Producing Influenza Hemagglutinin Multivalent Vaccines	5,762,939
4.	Method for Producing Influenza Hemagglutinin Multivalent Vaccines	5,858,368
5.	Method for Producing Influenza Hemagglutinin Multivalent Vaccines	6,245,532
6.	Insect Cells or Fractions as Adjuvant for Antigens	6,224,822
7.	Improved Virus Vaccines	5,976,552
8.	Spodoptera Frugiperda Single Cell Suspension Cell Line in Serum-Free Media, Methods of Producing and Using	6,103,526
9.	Apparatus and Methods of Producing and Using High Density Cells and Products Therefrom	09/484,886
10.	Apparatus and Methods of Producing and Using High Density Cells and Products Therefrom	11/097,994

Marks

Trademarks

1. FluBlok®
2. expressSF®+
3. Baculokit®

Service Marks

GeneXpress®