

**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
OCTOPLUS SCIENCES B.V.		05/21/2008	Private Company: NETHERLANDS
CHIENNA B.V.		05/21/2008	Private Company: NETHERLANDS
OCTOPLUS DEVELOPMENT B.V.		05/21/2008	Private Company: NETHERLANDS
OCTOPLUS TECHNOLOGIES B.V.		05/21/2008	Private Company: NETHERLANDS

**RECEIVING PARTY DATA**

Name:	LSP III OMNI INVESTMENT COOPERATIEF U.A.
Street Address:	Johannes Vermeerplein 9
City:	1071 DV Amsterdam
State/Country:	NETHERLANDS
Entity Type:	Co-operative: NETHERLANDS

Name:	S.R. ONE, LIMITED
Street Address:	One Franklin Plaza, 200 N. 16th Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	TRUST: NETHERLANDS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2726406	POLYACTIVE

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222

**900107816**

**TRADEMARK  
 REEL: 003789 FRAME: 0004**

**CH \$40.00 2726406**

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

Phone: 4156932440  
Email: crhem@cooley.com  
Correspondent Name: Cooley Godward Kronish LLP  
Address Line 1: 101 California Street, 5th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	308690/103 - OCTOPLUS
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**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER:	C. Rhem
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Signature:	/CR/
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Date:	05/30/2008
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## EXECUTION COPY

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 21, 2008 by and between OCTOPLUS SCIENCES B.V., CHIENNA B.V., OCTOPLUS DEVELOPMENT B.V. and OCTOPLUS TECHNOLOGIES B.V. private companies with limited liability (*besloten vennootschappen met beperkte aansprakelijkheid*), incorporated and existing under Dutch law (together the "*Grantors*" and each a "*Grantor*") and the secured parties listed on the signature page hereof (the "*Secured Parties*").

### RECITALS

Secured Parties have made and may in the future make certain advances of money (the "*Loans*") to OctoPlus N.V., a public company with limited liability (*naamloze vennootschap*) incorporated and existing under Dutch law ("*Borrower*") in the amounts and manner set forth in that Convertible Loan Agreement dated March 25, 2008 (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"). OctoPlus Sciences B.V. has previously entered into a Deed of Pledge of Intellectual Property Rights dated March 27, 2008 with Secured Parties ("*Deed #1*") and Chienna B.V., OctoPlus Technologies B.V. and OctoPlus Development B.V. will enter into a Deed of Pledge of Intellectual Property Rights with Secured Parties ("*Deed #2*" and together with Deed # 1, the "*Deeds*") pursuant to which Grantors created or will create a first priority right of pledge (*pandrecht eerste in rang*) over their Intellectual Property Rights (as defined therein). It is one of the conditions of the willingness of the Secured Parties to make and maintain the Loans to Borrower that Grantors enter into this Intellectual Property Security Agreement.

### AGREEMENT

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 and performance of the Secured Obligations (as defined in Deed#1 and Deed#2) and any other obligations and liabilities of the Borrower and the Grantors or either one of them to Secured Parties or either one of them, including without limitation, principal, interest (including any interest that accrues after the commencement of any bankruptcy or insolvency proceeding), fees, costs, expenses, and reimbursement obligations owed in connection with the enforcement of any guaranty issued by Secured Parties or either one of them in favor of a third party with respect to obligations and liabilities of the Borrower and the Grantors (or either one of them) to such third party, whether absolute or contingent, due or to become due, now existing or hereafter arising, and any debt, liability or obligation owing from the Borrower and the Grantors (or either one of them) to others that Secured Parties or either one of them may have obtained by assignment or otherwise, each Grantor hereby grants and pledges to Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under any of its Intellectual Property Rights which are registered or applied for in or arise under the laws of the United States of America or any state or other jurisdiction thereof (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C 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 Deed is a Finance Document (as defined in the Loan Agreement) and the security interest granted hereunder is granted in conjunction with the security interest granted to Secured

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Parties under the Deeds. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Deeds and are in addition to those set forth in the Deeds and the other Finance Documents (as defined in the Loan Agreement), and those which are now or hereafter available to Secured Parties as a matter of law or equity. For the avoidance of doubt the provisions of the Deeds, including but not limited to the representations and warranties are applicable to this Intellectual Property Security Agreement unless otherwise provided herein. For the purpose of this Intellectual Property Security Agreement the term "Pledgor" in each Deed shall mean and be read as "Grantor" and the term "Pledgors" shall mean and be read as "Grantors". Each right, power and remedy of Secured Parties provided for herein or in the Deeds or any of the other Finance 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 Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Deeds or any of the other Finance Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all Intellectual Property Rights in connection with which the relevant Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

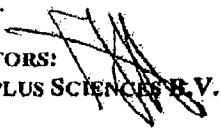
This Intellectual Property Security Agreement and all obligations of each Grantor hereunder shall be binding upon the successors and assigns of each Grantor, and shall, together with the rights and remedies of Secured Parties hereunder, inure to the benefit of Secured Parties, any future holder of any of the Loans and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest granted to Secured Parties hereunder. This Intellectual Property Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument. In all respects, including all matters of construction, validity and performance, this Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such State, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*(The remainder of this page has been left blank intentionally. What follows is a signature page and Exhibits A, B and C.)*


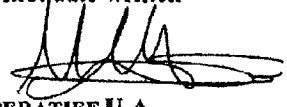
EXECUTION COPY

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

**GRANTORS:**  
**OCTOPLUS SCIENCES B.V.**

By:   
Print Name: J.J.M. Holthuis and J.C.H.L. Pauli  
Title: directors


**SECURED PARTIES:**  
**LSP III OMNI INVESTMENT COOPERATIEF U.A.**

By:    
Print Name: M. KLEIJWEGE AND M. WEGTER  
Title: DIRECTORS

**CHIENNA B.V.**

By:   
Print Name: J.J.M. Holthuis and J.C.H.L. Pauli  
Title: directors

**S.R. ONE, LIMITED**

By:   
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OCTOPLUS TECHNOLOGIES B.V.**

By:   
Print Name: J.J.M. Holthuis and J.C.H.L. Pauli  
Title: directors

**OCTOPLUS DEVELOPMENT B.V.**

By:   
Print Name: J.J.M. Holthuis and J.C.H.L. Pauli  
Title: directors

EXECUTION COPY

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**OCTOPLUS SCIENCES B.V.**

By:

Print Name: J.J.M. Holthuis and J.C.H.L. Pauli

Title: directors

**CHIENNA B.V.**

By:

Print Name: J.J.M. Holthuis and J.C.H.L. Pauli

Title: directors

**OCTOPLUS TECHNOLOGIES B.V.**

By:

Print Name: J.J.M. Holthuis and J.C.H.L. Pauli

Title: directors

**OCTOPLUS DEVELOPMENT B.V.**

By:

Print Name: J.J.M. Holthuis and J.C.H.L. Pauli

Title: directors

**SECURED PARTIES:**

**LSP III OMNI INVESTMENT COOPERATIEF U.A.**

By:

Print Name:

Title:

**S.R. ONE, LIMITED**

By: *Joyce A. Longan*

Print Name: *Joyce A. Longan*

Title: *Managing Partner & President*

EXECUTION COPY

EXHIBIT A

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
None		

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registrant on the date of this Intellectual Property Security Agreement
Implants, devices and methods for preventing tissue adhesion	US5508036	Chienna B.V.
	US5480436	Chienna B.V.
Polyetherester copolymers as drug delivery matrices	US5980948	Chienna B.V.
Poly(ether ester Amide) co-polymers	US6835391	Chienna B.V.
Implant, molding of polymer	US6730721	Chienna B.V.
Polymers loaded with bioactive agents / preparation of fibrous polymer implant	US6685957	Chienna B.V.
Coating for medical devices	US7226612	Chienna B.V.
	US20070254103	Chienna B.V.
Multiblock copolymer for biomedical application	US20060258835	Chienna B.V.
IFN-alpha depot compositions	WO2006085747 - AU, BR, CA, CN, EP, IL, IN, JP, MX, KR, RU, SG, US	OctoPlus Sciences B.V.
Porous ceramic body	US6479418	IsoTis N.V.
Implant material	US6069295	IsoTis B.V.
	US6146686	IsoTis B.V.
Method for coating medical implants	US6207218	IsoTis B.V.
	US6733503	IsoTis N.V.
Method for in vivo production of bone	US6152964	IsoTis B.V.
	US6299650	IsoTis N.V.
Device for tissue engineering	US6228117	IsoTis B.V.
Cartilage tissue engineering	US6656489	IsoTis N.V.
	US6692761	IsoTis N.V.
	US6737073	IsoTis N.V.
Cell culture medium	US6838284	IsoTis N.V.
Hydrolysable hydrogels (exclusively licensed to OctoPlus)	US6497903	University of Utrecht

TRADEMARK

REEL: 003789 FRAME: 0010

Description	Registration/ Application Number	Registrant on the date of this Intellectual Property Security Agreement
Hydrolysable hydrogels (exclusively licensed to OctoPlus)	US7060296	University of Utrecht
Microspheres manufacturing process	US6303148	OctoPlus B.V.
Stereocomplex hydrogels (exclusively licensed to OctoPlus)	US20070185008	University of Utrecht
Lipospheres (EP registered in name of OctoPlus Sciences)	US6395302	OctoPlus B.V.
Method for production of purified microparticles	US20050084536	OctoPlus Sciences B.V.
Freeze-dried microspheres	US application number 10/592,997	OctoPlus Technologies B.V.
Gel compositions	WO2005110377 – EP, JP, US, KR	Universiteit Utrecht Holding B.V.
Biodegradable hydrogels (exclusively licensed to OctoPlus)	WO2006/71110 – EP, US	University of Utrecht
Aqueous gels comprising uncharged microspheres	WO 2008/018796	OctoPlus Sciences B.V.
Peptide inhibitors of bacterial toxins (exclusively licensed to OctoPlus)	US20060223755	Academisch Ziekenhuis Leiden
Peptide inhibitors of bacterial toxins (Co-owned by OctoPlus Sciences, co-registered in name of OctoPlus Sciences)	WO2006011792 – EP, US, JP, AU, BR, CA, CN, HK, IN, KR, NZ, RU, SG	OctoPlus Sciences B.V. and Academisch Ziekenhuis Leiden
Polyphosphazens in synthetic transfection systems	US5914231	Universiteit Utrecht Introgene B.V. OctoPlus B.V.
Polyphosphazens in synthetic transfection systems	US6303300	Introgen B.V., Octoplus B.V., University of Utrecht
Cationic polyacrylates and acrylamides	US5985573	OctoPlus B.V.
Modified GLP-1 peptide (not owned but exclusively licensed to OctoPlus)	US7067488	TheraTechnologies Inc.
Glucagon-like peptide with long duration of action (not owned but exclusively licensed to OctoPlus)	US20060014685	Theratechnologies Inc.
Controlled / sustained release IFN drug products and	Recent filing; not yet published	OctoPlus



<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registrant on the date of this Intellectual Property Security Agreement</b>
treatment of HCV infection (filed together with Biolex)		Sciences B.V.

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registrant</b>
PolyActive name and trademark	US: 2726406	Octopus Sciences B.V.