

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Octoplus Sciences B.V.</td> <td></td> <td>07/10/2008</td> <td>Private Company: NETHERLANDS</td> </tr> <tr> <td>Chienna B.V.</td> <td></td> <td>07/10/2008</td> <td>Private Companu: NETHERLANDS</td> </tr> <tr> <td>Octoplus Development B.V.</td> <td></td> <td>07/10/2008</td> <td>Private Company: NETHERLANDS</td> </tr> <tr> <td>Octoplus Technologies B.V.</td> <td></td> <td>07/10/2008</td> <td>Private Company: NETHERLANDS</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Octoplus Sciences B.V.		07/10/2008	Private Company: NETHERLANDS	Chienna B.V.		07/10/2008	Private Companu: NETHERLANDS	Octoplus Development B.V.		07/10/2008	Private Company: NETHERLANDS	Octoplus Technologies B.V.		07/10/2008	Private Company: NETHERLANDS
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RECEIVING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Biolex Therapeutics, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>158 Credle Street</td> </tr> <tr> <td>City:</td> <td>Pittsboro</td> </tr> <tr> <td>State/Country:</td> <td>NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>27312</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>		Name:	Biolex Therapeutics, Inc.	Street Address:	158 Credle Street	City:	Pittsboro	State/Country:	NORTH CAROLINA	Postal Code:	27312	Entity Type:	CORPORATION: DELAWARE								
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PROPERTY NUMBERS Total: 1																					
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CORRESPONDENCE DATA																					
<p>Fax Number: (415)693-2222 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>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, BAKER ISLAND 94111</p>																					
ATTORNEY DOCKET NUMBER:	308690/103 OCTOPLUS																				

CH \$40.00 2726406

NAME OF SUBMITTER:	C. Rhem
Signature:	/CR/
Date:	07/15/2008
Total Attachments: 7 source=DMS-#3146921-v1-signed_US_IP_agreement#page1.tif source=DMS-#3146921-v1-signed_US_IP_agreement#page2.tif source=DMS-#3146921-v1-signed_US_IP_agreement#page3.tif source=DMS-#3146921-v1-signed_US_IP_agreement#page4.tif source=DMS-#3146921-v1-signed_US_IP_agreement#page5.tif source=DMS-#3146921-v1-signed_US_IP_agreement#page6.tif source=DMS-#3146921-v1-signed_US_IP_agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 10, 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 **BIOLEX THERAPEUTICS, INC.** (the “Secured Party”).

RECITALS

The Secured Party has 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 amended on May 21, 2008, by the amendment to the Convertible Loan Agreement and the accession letter and second amendment to the Convertible Loan Agreement dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”). The Grantors shall enter into a Deed of Pledge of Intellectual Property Rights (“Deed of Pledge of IP Rights”) dated on or about the date hereof, pursuant to which the Grantors created or will create a second priority right of pledge (*pandrecht tweede in rang*) over their Intellectual Property Rights (as defined therein). It is one of the conditions of the willingness of the Secured Party 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 the Deed of Pledge of IP Rights) and any other obligations and liabilities of the Borrower and the Grantors or either one of them to the Secured Party 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 the Secured Party 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 the Secured Party may have obtained by assignment or otherwise, each Grantor hereby grants and pledges to the Secured Party 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 Intellectual Property Security Agreement 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 the Secured Party under the Deed of Pledge of IP Rights. The rights and remedies of the Secured Party with respect to the security interest granted hereby are subject to the terms of the Deed of Pledge of IP Rights and are in addition to those set forth in the Deed of Pledge of IP Rights and the other Finance Documents (as defined in the Loan Agreement), and those which are now or hereafter available to the Secured Party as a matter of law or equity. For the avoidance of doubt the provisions of the Deed of Pledge of IP Rights, 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 the Deed of Pledge of IP Rights shall mean and be read as “Grantor” and the

term "Pledgors" shall mean and be read as "Grantors". Each right, power and remedy of the Secured Party provided for herein or in the Deed of Pledge of IP Rights 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Deed of Pledge of IP Rights 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 the Secured Party, 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 the Secured Party hereunder, inure to the benefit of the Secured Party, any future holder of any of the Loans and its 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 the Secured Party 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 Schedules A, B and C.)

SIGNATURE PAGE

Grantors

OCTOPLUS SCIENCES B.V.

By: 
Name: J.J.M. Holthuis
Title: CEO

By: 
Name: J.C.H.L. Pauli
Title: CFO

CHIENNA B.V.

By: 
Name: J.J.M. Holthuis
Title: CEO

By: 
Name: J.C.H.L. Pauli
Title: CFO

OCTOPLUS DEVELOPMENT B.V.

By: 
Name: J.J.M. Holthuis
Title: CEO

By: 
Name: J.C.H.L. Pauli
Title: CFO

OCTOPLUS TECHNOLOGIES B.V.

By: 
Name: J.J.M. Holthuis
Title: CEO

By: 
Name: J.C.H.L. Pauli
Title: CFO

Secured Party

BIOLEX THERAPEUTICS, INC

Name: _____
Title:

Name: _____
Title:

SIGNATURE PAGE

Grantors

OCTOPLUS SCIENCES B.V.

By: OctoPlus N.V.
Name: J.J.M. Holthuis
Title: CEO

By: OctoPlus N.V.
Name: J.C.H.L. Pauli
Title: CFO

CHIENNA B.V.

By: OctoPlus N.V.
Name: J.J.M. Holthuis
Title: CEO

By: OctoPlus N.V.
Name: J.C.H.L. Pauli
Title: CFO

OCTOPLUS DEVELOPMENT B.V.

By: OctoPlus N.V.
Name: J.J.M. Holthuis
Title: CEO

By: OctoPlus N.V.
Name: J.C.H.L. Pauli
Title: CFO

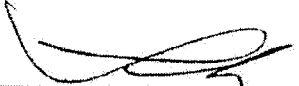
OCTOPLUS TECHNOLOGIES B.V.


By: OctoPlus N.V.
Name: J.J.M. Holthuis
Title: CEO

By: OctoPlus N.V.
Name: J.C.H.L. Pauli
Title: CFO

Secured Party

BIOLEX THERAPEUTICS, INC


Name: JAN TUREK
Title: CEO


Name: DALE A. SANDER
Title: CFO

**SCHEDULE A
COPYRIGHTS**

Description	Registration/ Application Number	Registration/ Application Date
None		

**SCHEDULE 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
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.

Description	Registration/ Application Number	Registrant on the date of this Intellectual Property Security Agreement
Method for production of purified microparticles	US20050084536	OctoPlus Sciences B.V.
Freeze-dried micropsheres	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 treatment of HCV infection (filed together with Biolex)	Recent filing; not yet published	OctoPlus Sciences B.V.

SCHEDULE C

TRADEMARKS

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