

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
Biopolymer Engineering, Inc. (d/b/a Biothera)		03/14/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Queenwood Capital Partners LLC
Street Address:	9219 Highland Creek Circle
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2807439	WGP
Registration Number:	3265714	IMMUNOFIBER
Serial Number:	78716305	IMPRIME PGG
Serial Number:	78716304	IMPRIME WGP
Serial Number:	77093139	APG 3-6
Serial Number:	77004997	IMMUNE HEALTH BASICS
Serial Number:	78598496	BIOTHERA
Serial Number:	78407868	IMMUNOFIBER
Serial Number:	77008593	IMMUNE ABILITY
Serial Number:	77235945	WELLMUNE

CORRESPONDENCE DATA

Fax Number: (612)766-1600
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 2807439

Phone: 612-766-7000
Email: trademarkmpls@faegre.com
Correspondent Name: Faegre & Benson LLP Attn: Kerry Thompson
Address Line 1: 90 South Seventh Street
Address Line 2: 2200 Wells Fargo Center
Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	81759-365416
NAME OF SUBMITTER:	Kerry R. Thompson, Paralegal
Signature:	/Kerry R. Thompson/
Date:	09/11/2008

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of March 14, 2008, by and between **QUEENWOOD CAPITAL PARTNERS LLC**, a Minnesota limited liability company (the "Secured Party"), and **BIOPOLYMER ENGINEERING, INC. (D/B/A BIOTHERA)**, a Minnesota corporation ("Grantor" or the "Company").

RECITALS

A. Secured Party and Grantor are entering into that certain Loan and Investment Agreement of even date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Loan and Investment Agreement"). (As used in this Agreement, the term "Related Agreements" refers to the Loan and Investment Agreement and any other document executed and delivered in connection therewith, including this Agreement.)

B. Pursuant to the Related Agreements, Secured Party has agreed to lend Grantor up to \$3,000,000 (the "Potential Loan").

C. In consideration of Secured Party's agreement to execute and perform the Related Agreements, and pursuant to the Related Agreements, Grantor has agreed to grant to Secured Party a security interest in all of Grantor's intellectual property to secure satisfaction of the Potential Loan, subject to the Senior Debt (as defined in the Loan and Investment Agreement).

NOW, THEREFORE, in consideration of the mutual covenants contained in the Related Agreements and herein, the parties hereby agree as follows:

1. "**Grantor Obligations.**" As used in this Agreement, "Grantor Obligations" means each and every debt, liability and obligation of every type and description which Grantor has or owes to Secured Party arising from or relating to the Related Agreements (and any amendments, extensions, renewals or replacements thereof), whether due or to become due, and whether now existing or hereafter arising or incurred. In addition, all advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by Secured Party in exercising any right, power or remedy conferred by this Agreement, or in the enforcement hereof, shall, to the extent lawful, become a part of the Grantor Obligations secured hereby.

2. "**Intellectual Property Collateral.**" As used in this Agreement, "Intellectual Property Collateral" means, collectively, all of Grantor's Patent Collateral, Trademark Collateral and Copyright Collateral.

a. "**Patent Collateral**" means (i) all of Grantor's patents and applications for patents throughout the world, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto, and including the subject matter of all claims which may be obtained therefrom; (ii) all patent licenses and other agreements providing Grantor with rights to use patented technology, to the extent transferable without the consent of the licensor or holder

of the patent rights; (iii) all reissues, divisions, continuations, extensions, renewals, continuations-in-part and reexaminations of any of the items described in the foregoing clauses (i) and (ii); and (iv) all proceeds of and royalties from, and rights associated with, the foregoing (including, without limitation, income, payments, license royalties, claims, damages and proceeds of infringement suits), and the right to sue third parties for past, present or future infringement of any patent or patent application or for breach or enforcement of any patent or patent license agreement or other similar agreement providing Grantor with a right to use patented technology.

b. **“Trademark Collateral”** means (i) all of Grantor’s trademarks and service marks, including common law trademarks and common law service marks, all registrations and recordings thereof, and, in connection therewith, all applications, in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, or anywhere else in the world, including, without limitation, the registrations and applications for registration set forth on Exhibit C; (ii) all trademark licenses and other agreements providing Grantor with rights to use a trademark, to the extent transferable without the consent of the licensor or holder of the trademark rights; (iii) all reissues, extensions or renewals of any of the items described in the foregoing clauses (i) and (ii); (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i), (ii) and (iii); and (v) all proceeds of and royalties from, and rights associated with, the foregoing (including, without limitation, income, payments, license royalties, claims, damages and proceeds of infringement suits), and the right to sue third parties for past, present or future infringement or dilution of any trademark, trademark registration or trademark application, or for any injury to the goodwill associated with any trademark, trademark registration or trademark application, or for breach or enforcement of any trademark or trademark license agreement or other similar agreement providing Grantor with a right to use a trademark.

c. **“Copyright Collateral”** means all of Grantor’s copyrights, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Grantor’s right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world, including, without limitation, all (if any) registered United States copyrights listed on Exhibit D, and all applications for registration thereof, whether pending or in preparation, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, all copyright licenses and other agreements providing Grantor the right to use a copyright or work of authorship protected by copyright law, to the extent transferable without the consent of the licensor or holder of the copyright rights, whether statutory or common law, and all proceeds and royalties of, and rights associated with, the foregoing (including, without limitation, income, payments, license royalties, claims, damages and proceeds of infringement suits), and the right to sue third parties for past, present or future infringement of any copyright or for breach or enforcement of any copyright or copyright license agreement or other similar agreement providing Grantor with a right to use copyrights or works of authorship protected by copyright law.

3. **Grant of Security Interest.** As security for the payment and performance of the Grantor Obligations, Grantor hereby grants to Secured Party a continuing security interest (“Security Interest”) in and to all of Grantor’s right, title and interest in, to and under Grantor’s

Intellectual Property Collateral, in each case wherever located and whether now owned or hereafter acquired, created, arising or existing, subject to the Senior Debt (as defined in the Loan and Investment Agreement).

4. **Continuing Security Interest.** Grantor agrees that this Agreement shall create a continuing security interest in the Intellectual Property Collateral which shall remain in effect until the Grantor Obligations have been fully satisfied.

5. **Authorization to Supplement.** Grantor shall give Secured Party reasonable notice of any items of Intellectual Property Collateral and/or registrations or applications therefor acquired, identified, issued or filed after the date hereof. Grantor authorizes Secured Party to unilaterally modify this Agreement by amending Exhibit B, Exhibit C and/or Exhibit D to include any such additional items of Intellectual Property Collateral or registrations or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend an exhibit hereto shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Intellectual Property Collateral, whether or not listed on an exhibit hereto.

6. **Event of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (i) Grantor shall fail to satisfy in full any of the Grantor Obligations in accordance with the terms of the Related Agreements; (ii) any representation or warranty by Grantor set forth in the Related Agreements shall prove materially false or misleading; (iii) Grantor shall fail to observe or perform any covenant or agreement made by it in this Agreement, or (iv) the occurrence of any "Event of Default" as defined in the Loan and Investment Agreement.

7. **Remedies.** Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, Secured Party may, at its option, take any or all of the following actions; provided that Grantor shall have up to thirty (30) calendar days to cure an Event of Default relating to any breach by Grantor of its representations and warranties regarding its ownership of the Intellectual Property Collateral, as long as Grantor is diligently pursuing such cure and such cure is possible:

a. Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Intellectual Property Collateral or any part thereof.

b. Secured Party may enforce the Intellectual Property Collateral and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

c. Secured Party may exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against Grantor or the Intellectual Property Collateral.

d. To the extent permitted by law, the Grantor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

8. **Covenants and Warranties.** Grantor represents and warrants to Secured Party and covenants and agrees as follows:

a. **Authority.** This Agreement has been duly and validly authorized by all necessary corporate action on the part of Grantor, and the person executing this Agreement on behalf of Grantor has authority to act for Grantor.

b. **Intellectual Property Collateral.** Grantor is the true and lawful owner of the Intellectual Property Collateral identified on Exhibit B, Exhibit C and Exhibit D. Such Intellectual Property Collateral constitutes all of the material Intellectual Property Collateral owned by Grantor or any of its subsidiaries or affiliated entities as of the date hereof. Exhibit B, Exhibit C and Exhibit D accurately reflect the existence and status of all Intellectual Property Collateral as of the date hereof. Except as identified in on Exhibit B, Exhibit C or Exhibit D, all of the Intellectual Property Collateral consisting of issued registrations and patents are valid and enforceable. To Grantor's knowledge, neither Grantor nor any of its subsidiaries or affiliated entities have infringed or otherwise violated any third party intellectual property, and neither the continued operation of their businesses in the manner currently conducted or currently planned to be conducted will, upon issuance of any pending applications, infringe or otherwise violate any third party intellectual property. Grantor and its subsidiaries and affiliated entities have taken reasonably prudent steps to protect all of the Intellectual Property Collateral. To the knowledge of Grantor, and except as set forth on Schedule 3.6 (Litigation) to the Loan and Investment Agreement, no third party has infringed or otherwise violated any Intellectual Property Collateral.

d. **Title.** Grantor has legal title to each item of Intellectual Property Collateral listed on Exhibit B, Exhibit C and Exhibit D, free of all security interests, liens, claims and encumbrances other than:

- (i) the security interests in favor of the entities and persons listed on Exhibit A (the "Prior Security Interests"); and
- (ii) the Security Interest granted by this Agreement.

e. **No Assignment or Transfer.** Grantor will not assign, transfer, encumber or otherwise dispose of the Intellectual Property Collateral, or any interest therein, without the prior written consent of Secured Party, which shall not be unreasonably withheld; provided, that any such assignments, transfers, encumbrances or other dispositions must in each case be subordinate to the interests of Secured Party. For purposes of clarification, the foregoing

provision shall not apply to the Company's ability to license its pharmaceutical and healthcare products or intellectual property in the ordinary course of business.

f. **Maintenance.** Grantor will at its own expense maintain the Intellectual Property Collateral by, including, but not limited to, filing all applications, affidavits, maintenance fees, annuities, and renewals possible with respect to the Intellectual Property Collateral. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Intellectual Property Collateral, nor fail to file any required application, affidavit or renewal in support thereof, without first providing Secured Party (i) sufficient written notice, of at least sixty (60) days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Intellectual Property Collateral, or to file any application, affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such application, affidavit or renewal, should such be necessary and requested by the Secured Party in writing. Grantor shall have the duty, to the extent Grantor deems it necessary in its reasonable business judgment, to promptly sue for infringement, misappropriation or dilution and to recover any and all damages related thereto.

g. **Secured Party's Right to Take Action.** If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 8, and if such failure continues for a period of thirty (30) calendar days after Secured Party gives Grantor written notice thereof (provided, that Secured Party shall have an additional thirty (30) calendar days to cure such failure if the cure takes longer than the initial thirty (30) days, as long as Grantor is diligently pursuing such cure and such cure is possible), Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

h. **Costs and Expenses.** Grantor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of the Secured Party's taking action or exercising its rights hereunder, together with interest thereon.

i. **Legal Status.** The Grantor represents and warrants to the Secured Party as follows: (i) the Grantor's exact legal name is that indicated on the signature page hereof, (ii) the Grantor is a Minnesota corporation and is organized solely in Minnesota, (iii) the organizational identification number of the Grantor is 9M-454, and (iv) the Grantor's chief executive office and principal place of business is at 3388 Mike Collins Drive, Eagan MN 55121-2236.

9. **Further Assurances.** Grantor agrees to promptly execute and deliver any additional documents presented to Grantor by Secured Party which are or may be necessary or reasonably desirable to evidence or perfect the Security Interest, including those reasonably necessary to effectuate the recordation of this Agreement or the rights of Secured Party in the Intellectual Property Collateral or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any of the Intellectual Property Collateral.

10. **Grantor's Use of the Intellectual Property Collateral.** Grantor shall be permitted to control and manage the Intellectual Property Collateral, including the right to exclude others from making, using or selling items covered by the Intellectual Property Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

11. **Filings; Recordings.** Secured Party may make any and all filings and/or recordings of this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Intellectual Property Collateral, with the U.S. Patent and Trademark Office, the U.S. Copyright Office, any applicable state office, and/or any comparable foreign office, at the expense of Grantor. In addition, Secured Party may at the expense of Grantor file in any applicable office deemed appropriate by Secured Party one or more financing statements describing the Intellectual Property Collateral, including a financing statement in which the Intellectual Property Collateral is described with greater or lesser detail than as set forth in this Security Agreement.

12. **Miscellaneous.**

a. This Agreement (together with the Loan and Investment Agreement and any other document executed and delivered in connection therewith) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties; notwithstanding the foregoing, Secured Party unilaterally may modify, amend or supplement the exhibits hereto as provided in Section 5 hereof.

b. This Agreement may be waived, modified, amended, terminated or discharged, and the Security Interest may be released, only explicitly in a writing signed by Secured Party, and, in the case of an amendment, in a writing signed by Grantor. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

c. All notices and other communications hereunder shall be in writing and mailed or delivered to the party to whom notice is being given at its address set forth next to its signature to this Agreement, or, as to each party, at such other address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications when delivered, shall be effective upon actual delivery, and when mailed, shall be effective one business day after the date sent by nationally recognized overnight mail courier or delivery service, addressed as aforesaid.

d. Secured Party shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Intellectual Property Collateral at all or in any particular manner or order, or to apply any cash proceeds of the Intellectual Property Collateral in any particular order of application.

e. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. The parties hereto may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior written consent of other party.

f. This Agreement shall be governed by and construed in accordance with the substantive law (other than conflict laws) of the State of Minnesota, except as required by mandatory provisions of law or to the extent the perfection or priority of the Security Interest or the remedies hereunder, in respect of any Intellectual Property Collateral, are governed by the law of a jurisdiction other than Minnesota.

g. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provision of this Agreement.

h. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

[Signature Page Follows]

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

Address of Grantor:

Biopolymer Engineering, Inc. DBA Biothera
3388 Mike Collins Drive
Eagan, MN 55121-2236

Grantor:

**BIOPOLYMER ENGINEERING, INC.
DBA BIOTHERA**

By: 

Name: WILLIAM L. GACKI

Title: CEO

Address of Secured Party:

Queenwood Capital Partners LLC
9219 Highland Creek Circle
Bloomington, MN 55437

Secured Party:

QUEENWOOD CAPITAL PARTNERS LLC

By: _____

Title: _____

Name: _____

Signature Page to Intellectual Property Security Agreement

**TRADEMARK
REEL: 003851 FRAME: 0010**

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

Address of Grantor:

Biopolymer Engineering, Inc. DBA Biothera
3388 Mike Collins Drive
Eagan, MN 55121-2236

Grantor:

**BIOPOLYMER ENGINEERING, INC.
DBA BIOTHERA**

By: _____

Name: _____

Title: _____

Address of Secured Party:

Queenwood Capital Partners LLC
9219 Highland Creek Circle
Bloomington, MN 55437

Secured Party:

QUEENWOOD CAPITAL PARTNERS LLC

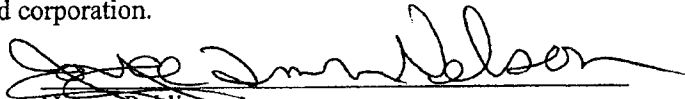
By: 

Title: Managing Director

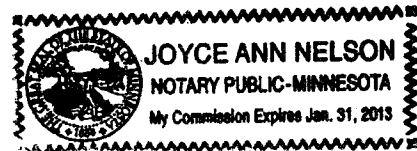
Name: DENNIS M. LINDAHL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 14th day of March, 2008, before me personally appeared the above-named William L. Beck, to me known, who being by me duly sworn according to law, on his/her oath stated that s/he is the CFO of Biopolymer Engineering, Inc., dba Biothera, and acknowledged that s/he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.



Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ____ day of March, 2008, before me personally appeared the above-named _____, to me known, who being by me duly sworn according to law, on his/her oath stated that s/he is the _____ of Queenwood Capital Partners LLC, and acknowledged that s/he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.

Notary Public

Signature Page to Intellectual Property Security Agreement

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ____ day of March, 2008, before me personally appeared the above-named _____, to me known, who being by me duly sworn according to law, on his/her oath stated that s/he is the _____ of Biopolymer Engineering, Inc., dba Biothera, and acknowledged that s/he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 13th day of March, 2008, before me personally appeared the above-named Dennis M Lindahl, to me known, who being by me duly sworn according to law, on his/her oath stated that s/he is the Managing Director of Queenwood Capital Partners LLC, and acknowledged that s/he signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.

Dawn E Prokop

Notary Public

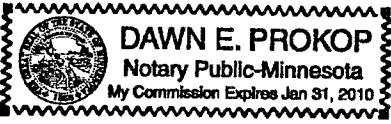


EXHIBIT A

PRIOR SECURITY INTERESTS

	Secured Party	Amount	UCC Original Filing Numbers with the Minnesota Secretary of State
1	Steven and Barbara King / King Holdings	\$500,000	200414080525; 200515357286; 200515435910; 200515536014
2	Venture Bank (guaranteed by Steven King)	\$3,300,000	200515534590
3	David A. Dent	\$500,000	200716124385
4	Dennis and Elizabeth Brandanger	\$500,000	200716124385
5	Mark and Mary Bloom	\$500,000	200716124385
6	Todd Eberhardt	\$500,000	200716124385
7	Richard Pfister	\$1,000,000	200716377184
8	Diversified Dynamics	\$2,000,000	200716683846
9	Venture Bank (guaranteed by Steven King)	\$1,700,000	200515534590

EXHIBIT B

PATENTS

Patent/Application Number	Title	Issue/Filing Date
U.S. PATENTS OWNED BY BIOTHERA		
7,022,685	VERY HIGH MOLECULAR WEIGHT BETA-GLUCANS	4/4/06
6,630,310	ASSAY FOR BINDING BETWEEN CARBOHYDRATE AND GLYCOLIPID	10/7/03
6,413,715	BETA(1-3)-GLUCAN DIAGNOSTIC ASSAYS	7/2/02
6,369,216	VERY HIGH MOLECULAR WEIGHT BETA-GLUCANS	4/9/02
6,294,321	BETA(1-3)-GLUCAN DIAGNOSTIC ASSAYS	9/25/01
6,143,731	GLUCAN DIETARY ADDITIVES	11/7/00
6,117,850	MOBILIZATION OF PERIPHERAL BLOOD PRECURSOR CELLS BY BETA (1,3) GLUCAN	9/12/00
6,110,692	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	8/29/00
6,090,938	ACTIVATION OF SIGNAL TRANSDUCTION BY UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	7/18/00
6,084,092	BETA (1,3) GLUCAN DIAGNOSTIC ASSAYS	7/4/00

Patent/Application Number	Title	Issue/Filing Date
6,046,323	CONFORMATIONS OF PGG-GLUCAN	4/4/00
6,020,324	GLUCAN DIETARY ADDITIVES	2/1/00
5,849,720	ENHANCEMENT OF NON-SPECIFIC IMMUNE DEFENSES BY ADMINISTRATION OF UNDERIVATIZED, AQUEOUS SOLUBLE GLUCANS	12/15/98
5,817,643	UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN COMPOSITION AND METHOD OF MAKING SAME	10/6/98
5,811,542	METHOD FOR PRODUCING SOLUBLE GLUCANS	9/22/98
5,783,569	USES FOR UNDERIVATIZED AQUEOUS SOLUBLE BETA (1,3) GLUCAN AND COMPOSITIONS COMPRISING SAME	7/21/98
5,741,495	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	4/21/98
5,663,324	METHOD FOR PRODUCING UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1-3) GLUCAN	9/2/97
5,633,369	METHOD FOR PRODUCING SOLUBLE GLUCANS	5/27/97
5,622,940	INHIBITION OF INFECTION-STIMULATED ORAL TISSUE DESTRUCTION BY BETA (1,3) GLUCAN	4/22/97
5,622,939	GLUCAN PREPARATION	4/22/97

Patent/Application Number	Title	Issue/Filing Date
5,607,677	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	3/4/97
5,532,223	USE OF AQUEOUS SOLUBLE GLUCAN PREPARATIONS TO STIMULATE PLATELET PRODUCTION	7/2/96
5,504,079	METHOD FOR IMMUNE SYSTEM ACTIVATION BY ADMINISTRATION OF A BETA (1-3) GLUCAN WHICH IS PRODUCED BY SACCHAROMYCES CEREVISIAL STRAIN R4	4/2/96
5,488,040	USE OF NEUTRAL SOLUBLE GLUCAN PREPARATIONS TO STIMULATE PLATELET PRODUCTION	1/30/96
5,322,841	METHOD FOR PRODUCING NEUTRAL GLUCANS FOR PHARMACEUTICAL APPLICATIONS	6/21/94
5,032,401	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	7/15/91
4,962,094	GLUCAN DIETARY ADDITIVES	10/9/90
U.S. PATENT APPLICATIONS OWNED BY BIOTHERA		

REDACTED

Patent/Application Number	Title	Issue/Filing Date
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REDACTED

FOREIGN PATENTS OWNED BY BIOTHERA		
FR 0 476 063	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	5/25/94

B-4

Patent/Application Number	Title	Issue/Filing Date
GB 0 476 063	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	5/25/94
DE P69009185008	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	5/25/94
IT 0 476 063	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	5/25/94
ES 0 476 063	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	5/25/94
CH 0 476 063	GLUCAN DRUG DELIVERY SYSTEM AND ADJUVANT	5/25/94
AU 650626	METHOD FOR PRODUCING SOLUBLE GLUCANS	11/9/94
PL 177453	NOVEL GLUCAN PREPARATION	3/23/99
FR 0 655 921	NOVEL GLUCAN PREPARATION	12/12/01
DE P69331324.2	NOVEL GLUCAN PREPARATION	12/12/01
GB 0 655 921	NOVEL GLUCAN PREPATATION	12/12/01
IE 0 655 921	NOVEL GLUCAN PREPARATION	12/12/01

Patent/Application Number	Title	Issue/Filing Date
CA 2,142,811	NOVEL GLUCAN PREPARATION	10/31/06
DE P69029860	METHOD FOR REVITALIZING SKIN BY APPLYING TOPICALLY WATER INSOLUBLE GLUCAN	5/1/97
CA 2,072,145	INSOLUBLE YEAST EXTRACTS	5/1/97
IT 0 500 718	INSOLUBLE YEAST EXTRACTS	5/1/97
FR 0 500 718	INSOLUBLE YEAST EXTRACTS	5/1/97
ES 0 500 718	INSOLUBLE YEAST EXTRACTS	5/1/97
CH 0 500 718	INSOLUBLE YEAST EXTRACTS	5/1/97
GB 0 500 718	INSOLUBLE YEAST EXTRACTS	5/1/97
AU 718650	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	8/3/00
AT 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
BE 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
FR 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04

Patent/Application Number	Title	Issue/Filing Date
IT 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
NL 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
ES 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
CH 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
GB 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
DE 0 900 379	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	4/21/04
AU 749716	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	10/17/02
KR 561660	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	3/9/06
ZA 10628	BETA (1-3)-GLUCAN DIAGNOSTIC ASSAYS	7/28/99
CA 2,253,257	RECEPTOR FOR UNDERIVATIZED, AQUEOUS SOLUBLE BETA (1,3) GLUCAN	5/1/97
CN 3824895.6	CANCER THERAPY USING WHOLE GLUCAN PARTICLES AND ANTIBODIES	9/4/03
FOREIGN PATENT APPLICATIONS OWNED BY BIOTHERA		

Patent/Application Number	Title	Issue/Filing Date
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REDACTED

Patent/Application Number	Title	Issue/Filing Date
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EXHIBIT C
TRADEMARKS

Registration/Application Number	Mark	Registration/Filing Date
U.S. AND FOREIGN TRADEMARK REGISTRATIONS OWNED BY BIOTHERA		
US 2,807,439	WGP	4/4/06
US 3,265,714	IMMUNOFIBER	7/17/07
US 78/716,305	IMPRIME PGG	allowed
US 78/716,304	IMPRIME WGP	allowed
CA TMA647684	IMUCELL	9/9/05
CN 3916980	BETA RIGHT	8/21/06
CN 3916981	WGP	8/21/06
EU 3642981	BETA RIGHT	6/27/05
EU 2727501	WGP	1/7/04
JP 4891905	BETA RIGHT	9/2/05

Registration/Application Number	Mark	Registration/Filing Date
JP 5009329	IMMUNOFIBER	12/8/06
JP 4812351	IMUCELL	10/22/04
JP 4713571 and JP 4960101	WGP	9/26/03 and 6/9/06
Taiwan 1152988	BETA RIGHT	5/1/05
Taiwan 1152987	WGP	5/1/05
KR 733204	APG 3-6	1/4/08
US 77/093,139	APG 3-6	allowed
NO 243218	WELLMUNE	12/17/07
CA TMA682010	BETA RIGHT	2/21/07
US 77/004,997	IMMUNE HEALTH BASICS	allowed
PH 42005001465	IMUCELL WGP	12/4/06
ZW 564670	WELLMUNE	11/28/07

Registration/Application Number	Mark	Registration/Filing Date
CA TMA682011	WGP	2/21/07
SG T0628000Z and SG T0627999J	WGP 3-6	8/13/07 and 4/30/07
U.S. AND FOREIGN TRADEMARK APPLICATIONS OWNED BY BIOTHERA		
US 78/598,496	BIOTHERA	3/30/05
US 78/407,868	IMMUNOFIBER	4/26/04
US 77/008,593	IMMUNE ABILITY	9/27/06
CN 5658744	LIFE SOURCE BASICS	10/13/06
EU 5393814	IMMUNOFIBER	10/18/06
MY 200404235	BETA RIGHT	4/1/04
MY 200404234	WGP	4/1/04
KR 4020060057850	WGP 3-6	11/15/06
CN 5939435	APG 3-6	3/12/07

Registration/Application Number	Mark	Registration/Filing Date
EU 5690912	APG 3-6	2/15/07
KR 20076838	APG 3-6	2/6/07
Argentina 2761930	WELLMUNE	7/30/07
AU 1190068	WELLMUNE	7/26/07
BR 829282386	WELLMUNE	8/3/07
CA 1358147	WELLMUNE	7/25/07
Chile 782989	WELLMUNE	7/31/07
CN 6258961	WELLMUNE	9/4/07
CO 07102169	WELLMUNE	10/1/07
HR Z20071453A	WELLMUNE	7/31/07
EU 006164388	WELLMUNE	7/25/07
RU 2007722845	WELLMUNE	7/26/07

Registration/Application Number	Mark	Registration/Filing Date
HK 300920402	WELLMUNE	7/25/07
IN 1584078	WELLMUNE	7/26/07
ID 2007034405	WELLMUNE	10/11/07
JP 200782780	WELLMUNE	7/25/07
MY 07014943	WELLMUNE	8/1/07
MX 871060	WELLMUNE	7/25/07
PH 42007007959	WELLMUNE	7/25/07
ZA 200717274	WELLMUNE	7/26/07
KR 4020070039863	WELLMUNE	7/26/07
Taiwan 096036983	WELLMUNE	8/2/07
Thailand 669237	WELLMUNE	8/3/07
TR 20075151	WELLMUNE	9/19/07

Registration/Application Number	Mark	Registration/Filing Date
UA m200712401	WELLMUNE	7/27/07
US 77/235,945	WELLMUNE	7/23/07
VN 4200714335	WELLMUNE	7/26/07
US 77/008593	IMMUNE ABILITY	9/27/06

EXHIBIT D
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U.S. AND FOREIGN COPYRIGHT REGISTRATIONS OWNED BY BIOTHERA			
Title of Work	Registration Number	Registration Date	Country of Registration
WELLMUNE TEXT and SYMBOL	VAu752-821	8/1/07	US

U.S. AND FOREIGN COPYRIGHT REGISTRATION APPLICATIONS OWNED BY BIOTHERA			
Title of Work	Application Number	Filing Date	Country of Application
NONE			