

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Patent, Trademark and License Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kereos, Inc.		07/03/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Prolog Capital II, L.P.
Street Address:	7733 Forsyth Blvd., Suite 1440
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	LIMITED PARTNERSHIP: MISSOURI

Name:	Charter Life Sciences, L.P.
Street Address:	525 University Avenue, Suite 1400
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Memphis Biomed Ventures II, L.P.
Street Address:	17 W. Pontotoc, Suite 200
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38103
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Triathlon Medical Ventures Fund L.P.
Street Address:	250 East 5th Street, 1100 Chiquita Center
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202

CH \$40.00 2896270

Entity Type:	LIMITED PARTNERSHIP: DELAWARE
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Name:	Advantage Capital Community Development Fund, LLC
Street Address:	7733 Forsyth Blvd., Suite 1850
City:	Clayton
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA

Name:	1998 Co-Investing LLC
Street Address:	1034 S. Brentwood Blvd., Suite 1860
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63117
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

Name:	Alafi Capital Company, LLC
Street Address:	P.O. Box 7338
City:	Berkeley
State/Country:	CALIFORNIA
Postal Code:	94707
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	C. Aganostopoulos Revocable Trust U/A 12/21/1978 FBO - C. Aganostopoulos
Street Address:	3959 Mount Servon Drive
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48301
Entity Type:	TRUST: MICHIGAN

Name:	Apjohn Ventures Fund, L.P.
Street Address:	350 E. Michigan Ave., Suite 500
City:	Kalamazoo
State/Country:	MICHIGAN
Postal Code:	48301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Garland R. Marshall
Street Address:	85 Arundel Place
City:	Clayton

State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	INDIVIDUAL:

Name:	Vectis Life Sciences Fund I, L.P.
Street Address:	84 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Samuel A. Wickline M.D.
Street Address:	11211 Pointe Court
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63127
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2896270	KEREOS

CORRESPONDENCE DATA

Fax Number: (314)552-7000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-552-6000
 Email: ipdocket@thompsoncoburn.com
 Correspondent Name: Thompson Coburn LLP
 Address Line 1: One US Bank Plaza
 Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	44211-54099
NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/Tiffany L. Schwartz/
Date:	10/07/2008

Total Attachments: 8
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AMENDMENT NO. 1 TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Amendment No. 1 to Patent, Trademark and License Security Agreement (this "Amendment") is made as of the 3rd day of July, 2008, by and among Kereos, Inc., a Delaware corporation ("Debtor"), and each of Prolog Capital II, L.P., Charter Life Sciences, L.P., Memphis Biomed Ventures II, L.P., and Triathlon Medical Ventures Fund L.P. (collectively, the "Lead Investors"). Capitalized terms used but not defined herein shall have the meaning given them in the Security Agreement (as defined below).

WHEREAS, on or about June 13, 2008, Debtor executed in favor of the Lead Investors that certain Patent, Trademark and License Security Agreement (the "Security Agreement") in connection with and to induce the Lead Investors to enter into that certain "Securities Purchase Agreement" (herein so called) dated of even date therewith, pursuant to which Debtor agreed to issue and sell to the Lead Investors certain Securities, namely Notes and Warrants (each as defined in the Securities Purchase Agreement) as more fully described therein;

WHEREAS, Section 1(a) of the Securities Purchase Agreement contemplated that new investors ("New Investors") would purchase Securities from Debtor thereunder, and that upon the occurrence of certain conditions become subject to the rights, benefits and obligations set forth in the Securities Purchase Agreement;

WHEREAS, certain New Investors have in fact purchased Securities, and Debtor and the Lead Investors desire to execute this Amendment to confirm that such New Investors are a Secured Party under the Security Agreement, as amended by this Amendment; and

NOW THEREFORE, for and in consideration of the sum of \$10.00 in hand paid, the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. **Amendment.** Exhibit A of the Security Agreement is hereby deleted in its entirety and the Exhibit A attached to this Amendment is hereby substituted in its place for all purposes.

2. **Miscellaneous.**

(a) **Successors and Assigns.** The terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Amendment, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Amendment, except as expressly provided in this Amendment.

(b) **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(c) **Titles and Subtitles.** The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.

(d) **Ratification.** Except as otherwise specifically set forth herein, the Security Agreement is hereby ratified by Debtor and the Secured Party in all respects.

(e) **Entire Agreement.** This Amendment, and the documents referred to herein constitute the entire agreement among the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing among the parties hereto with respect to the subject matter hereof are expressly canceled.

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Patent, Trademark, and License Security Agreement as of the date first written above.

DEBTOR:

KEREOS, INC.
a Delaware corporation

By: _____
Name: Robert A. Beardsley, Ph.D.
Title: President and CEO

SECURED PARTY

CHARTER LIFE SCIENCES, L.P.

By _____
Fred M. Schwarzer, Managing Director of CLS Management, LLC, the general partner of CLS Partners, L.P., the general partner of Charter Life Sciences, L.P.

PROLOG CAPITAL II, L.P.

By: Prolog Ventures II, LLC, General Partner

By _____
Gregory R. Johnson, Managing Director

TRIATHLON MEDICAL VENTURES FUND L.P.

By: Triathlon Medical Ventures, LLC, General Partner

By: _____
John M. Rice, Managing Partner

MEMPHIS BIOMED VENTURES II, L.P.

By: MB Venture Partners, Its General Partner

By: _____
Stephen Snowdy, Ph.D., Partner

STATE OF Illinois
COUNTY OF Madison) SS.

On this 3rd day of July, 2008, before me personally appeared Robert A. Beardsley, Ph.D, to me personally known, who, being by me duly sworn, did say that he is the President and CEO of KEREOS, INC., a Delaware corporation, and that said instrument was signed on behalf of said officer by authority of its Board of Directors; and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Nancy K. Morgan
Notary Public

My Commission Expires:

10/03/11



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By: _____
Name: Robert A. Beardsley, Ph.D
Title: President and CEO

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By: _____
Gregory R. Johnson, Managing Director

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By: Triathlon Medical Ventures, LLC, General Partner

By: _____
John M. Rice, Managing Partner

MEMPHIS BIOMED VENTURES II, L.P.

By: MB Venture Partners, Its General Partner

By: _____
Stephen Snowdy, Ph.D., Partner

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By: 
Gregory R. Johnson, Managing Director at *an*

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Title: President and CEO

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Gregory R. Johnson, Managing Director

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John M. Rice, Managing Partner

MEMPHIS BIOMED VENTURES II, L.P.

By: MB Venture Partners, Its General Partner

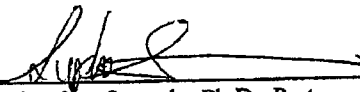
By: 
Stephen Snowdy, Ph.D., Partner

EXHIBIT A

Secured Parties

Prolog Capital II, L.P.
Charter Life Sciences, L.P.
Memphis Biomed Ventures II, L.P.
Triathlon Medical Ventures Fund L.P.
Advantage Capital Community Development Fund, LLC
1998 Co-Investing LLC
Alafi Capital Company, LLC
C. Aganostopoulos Revocable Trust U/A 12/21/1978 FBO – C. Aganostopoulos
Apjohn Ventures Fund, L.P.
Marshall, Garland R.
Vectis Life Sciences Fund I, L.P.
Samuel A. Wickline, M.D.