

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AmpliMed Corporation		11/20/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	InvestBio Ventures - Amplimed IV, L.P.
<b>Composed Of:</b>	COMPOSED OF InvestBio Ventures - AmpliMed, LLC, General Partner
<b>Street Address:</b>	135 Fifth Ave., 10th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Valley Ventures III, L.P.
<b>Street Address:</b>	1275 W. Washington St.
<b>Internal Address:</b>	Suite 101
<b>City:</b>	Tempe
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85281
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Valley Ventures III Annex, L.P.
<b>Street Address:</b>	1275 W. Washington Street
<b>Internal Address:</b>	Suite 101
<b>City:</b>	Tempe
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85281
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
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**900121175**

**TRADEMARK**  
**REEL: 003891 FRAME: 0667**

**CH \$165.00 3040967**

Registration Number:	3040967	AMPLIMED
Registration Number:	2987832	AMPLIMED
Registration Number:	3032153	AMPLIMED CORPORATION
Registration Number:	2987845	AMPLIMED CORPORATION
Registration Number:	2987831	AMPLIMEXON
Registration Number:	3176683	INSPIRED THINKING - ADVANCING CANCER RESEARCH

**CORRESPONDENCE DATA**

Fax Number: (303)629-7610

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

Phone: 303.825.0800

Email: kkalan@bw-legal.com

Correspondent Name: K Kalan

Address Line 1: 370 17th Street, Suite 4800

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	K Kalan
Signature:	/kkalan/
Date:	11/20/2008

**Total Attachments: 14**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated November 20, 2008, is given by **AmpliMed Corporation**, a Delaware corporation ("Debtor"), whose address is 4380 North Campbell Avenue, Suite 205, Tucson, Arizona 85718, to each of the holders listed on Schedule A attached hereto (collectively, "Secured Party").

In consideration of the mutual promises contained herein, Debtor agrees with Secured Party as follows:

1. Grant of Security Interest. Debtor hereby grants Secured Party a security interest in the property described on Exhibit A attached hereto ("Collateral").

2. Obligations Secured. The obligations secured ("Obligations") hereby shall be as follows:

(a) Debtor's prompt payment and performance of all of its obligations under the Convertible Notes of Debtor dated the date hereof ("Original Notes") in the principal amounts and payable to the holders shown on Schedule A;

(b) Debtor's prompt payment and performance of all of its Obligations under Convertible Promissory Notes ("Additional Notes") of Debtor that may be issued after the date hereof and on or before December 12, 2008, pursuant to the terms of the Convertible Note and Warrant Purchase Agreement under which the Original Notes were issued, which Additional Notes will be listed in a supplement to this Security Agreement (the Original Notes and the Additional Notes to be collectively referred to as the "Notes");

(c) Debtor's prompt payment and performance of all of its Obligations under this Security Agreement; and

(d) Any extensions, renewals, or modifications of any of the foregoing.

3. Covenants and Warranties of Debtor. Debtor warrants, covenants and agrees that:

(a) The Collateral is used and will be used for Debtor's business.

(b) Except for any permitted liens ("Permitted Liens") that may be listed on Exhibit A, Debtor is and will continue to be the owner of the Collateral free from any prior lien or security interest and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(c) Except for the Permitted Liens, no financing statement, security agreement, pledge or assignment covering any of the Collateral or any proceeds thereof exists and none is on file in any public office, nor will Debtor execute any Financing Statement, security agreement or assignment affecting the Collateral without the prior written consent of Secured Party.

(d) Debtor will pay and perform the Obligations in accordance with their terms.

(e) Debtor will execute one or more Financing Statements pursuant to the Uniform Commercial Code (and any extensions or modifications thereof) and any assignments in form satisfactory to Secured Party, and Debtor hereby appoints Secured Party its attorney-in-fact to execute any financing statements and continuation statements, and to do, at Secured Party's option and at Debtor's expense, all acts and things which Secured Party may deem necessary to perfect and continue perfected the security interest created by this Agreement.

(f) Debtor will pay all costs of filing any financing, continuation, assignment, or termination statements with respect to the security interest created by this Security Agreement.

(g) Except for sales of inventory occurring in the ordinary course of business, Debtor will not sell, offer to sell, or otherwise transfer the Collateral or any of Debtor's rights therein or permit any lien, encumbrance, or security interest to attach to the Collateral except that created by this Agreement and the Permitted Liens. Debtor will perform its obligations under the security agreements for the Permitted Liens and under any other security agreements granted with Secured Party's written consent.

(h) Debtor will use the Collateral in connection with its business ("Business") conducted at its address stated above ("Premises") and will not use the Collateral for any other purpose. Debtor will keep the Business open and operating on the Premises on a continuous basis from and after the date of this Agreement and will not sell or transfer any interest in the Business.

(i) Debtor will pay as they become due all taxes or other liens or claims which may become a charge against the Collateral.

(j) Debtor will insure the Collateral with companies and in amounts acceptable to Secured Party, such amounts being the full replacement value of the Collateral or the maximum amount the insurer will permit, against risks of theft, vandalism, fire and such other risks as are normally insured against, including standard extended coverage. All insurance policies shall be written for the benefit of Debtor and Secured Party as their interests may appear, and policies or certificates evidencing the same shall be furnished to Secured Party. All insurance policies shall provide for at least ten days' prior written notice of cancellation to Secured Party.

(k) Debtor will maintain the Collateral in good condition and repair and will permit Secured Party to examine and inspect the Collateral at any reasonable time and wherever located.

(l) Debtor will not permit any of the Collateral to be removed from Debtor's place of business without the prior written consent of Secured Party which will not be unreasonably withheld. Debtor will give immediate notice to Secured Party of any change of name

of Debtor, whether resulting from merger, consolidation, filing of trade name affidavit, or otherwise.

(m) Debtor will indemnify and save Secured Party harmless from and against any and all loss, damage, liability, injury or other casualty to persons or property caused or occasioned by the maintenance, operation and use of the Collateral by Debtor, its agents or employees.

(n) Debtor will supply Secured Party with a current inventory of the Collateral at periodic intervals at the request of Secured Party.

(o) With respect to Collateral purchased or to be purchased with credit or monies advanced by Secured Party to Debtor, this Security Agreement constitutes a purchase money security interest.

(p) If any of the Collateral consists of Debtor's rights under contracts, Debtor agrees that it will keep such contracts in full force and effect, will perform all of its obligations thereunder on or before the same become due and that it will not terminate, modify or amend any of the terms of such contracts without the consent of Secured Party.

(q) If any of the Collateral consists of inventions, processes, systems, techniques, instructions, procedures, lists of customers, prospective customers, suppliers or prospective suppliers, trade secrets, or any other intellectual property (collectively referred to as "Trade Secrets") then Debtor will not disclose any of the Trade Secrets to any person whatsoever except in the ordinary course of Debtor's business, Debtor will cause its employees or other agents who have access to the Trade Secrets to maintain such confidentiality and Debtor will otherwise use its best efforts to maintain and preserve the proprietary nature of the Trade Secrets.

4. Discharge of Encumbrances. At its option, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral (except that it may only discharge a Permitted Lien if such lien is in default), may pay for costs of maintenance or preservation of the Collateral, and may pay any other charges or expenses or perform any obligation imposed upon Debtor hereunder. Debtor agrees to reimburse Secured Party on demand for any payment made, together with interest at the highest rate of interest ("Default Rate") that would apply under any of the Obligations if there had been a default thereunder and/or an acceleration thereof, thereunder, and any expense incurred by Secured Party, pursuant to the foregoing authorization including attorneys' fees.

5. Possession of Collateral. Until the occurrence of an Event of Default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon, but upon the occurrence of an Event of Default, Secured Party shall have the immediate right to possession and use of the Collateral and to cause Debtor or any other person to terminate its possession and use of the Collateral.

6. Events of Default. The occurrence of any one or more of the following events ("Event of Default") shall constitute a default for the purposes of this Security Agreement:

(a) Debtor's failure to promptly pay or perform under any of the Notes or any other of the Obligations or a default or event of default occurs under any of the Notes and/or the Obligations and such failure or default is not cured within any applicable cure period;

(b) Debtor's use of the Collateral in violation of any statute or ordinance;

(c) Debtor's breach of any material term, condition, representation, or covenant to be performed or observed by Debtor provided in this Security Agreement and the continuance of such breach for 30 days after notice to Debtor; or

(d) If any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement or the Notes proves to have been false or misleading in any material respect when made or furnished.

7. Secured Party Remedies. Upon the occurrence of an Event of Default at the option of the Secured Party and without notice, all of the Obligations shall be and become immediately due and payable and Secured Party shall then have the rights, options and remedies of a secured party under the Uniform Commercial Code including, without limitation, the right of Secured Party to take possession of the Collateral and the right for that purpose without legal process to enter any premises where the Collateral may be found, provided such entry shall be done lawfully. Debtor further agrees to assemble the Collateral and make it available to Secured Party upon request at the place designated by Secured Party which is reasonably convenient to both parties. In the event Secured Party brings court action to obtain possession of the Collateral, it shall be entitled to an order for possession prior to a hearing, and Debtor hereby waives its right to a hearing prior to losing possession of the Collateral by means of court order. Any requirement of said Code of reasonable notification of the time and place of any public sale, or of the time after which any private sale or other disposition is to be made shall be satisfied by mailing such notice to the Debtor at the address shown at the beginning of this Agreement at least seven days prior to the time and place of any public sale or the time after which any private sale or any other intended disposition is to be made. Debtor shall be and remain liable for any deficiency remaining after applying the proceeds of disposition of the Collateral first to expenses incurred by Secured Party in connection therewith, and then to the satisfaction of the Obligations secured hereby. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses together with interest thereon at the Default Rate. Upon the occurrence of an Event of Default, Secured Party shall also be entitled to a receiver for Debtor, the Collateral and/or the Business as a matter of right without regard to the solvency or insolvency of the Debtor and without regard to the value of the Collateral. Such receiver may be appointed by any court of competent jurisdiction upon ex parte application without notice, and Debtor hereby waives all rights to such notice or hearing.

8. Rights Relating to Trade Secrets. After the occurrence of an Event of Default, the Secured Party shall have the immediate right to the use and possession of any Trade Secrets included in the Collateral. Upon written notice to Debtor delivered at any time after the

occurrence of an Event of Default, Debtor agrees to prepare, assemble and deliver to Secured Party descriptions of all its Trade Secrets and instructions on use of such Trade Secrets in connection with its products. Such instructions shall be sufficiently detailed and informative so as to enable a reasonably skilled engineer to use the Trade Secrets. After the occurrence of an Event of Default, Secured Party (or any purchaser of the Trade Secrets at a sale of the Collateral) shall have all rights with respect to the Trade Secrets and shall not have any obligation to pay royalties or any other payments with respect to the Trade Secrets. Upon notice from Secured Party after the occurrence of an Event of Default, all Debtor's rights to the Trade Secrets will terminate and Debtor agrees to maintain the confidentiality of the Trade Secrets and to cease all use of the Trade Secrets.

9. Resort to Other Security. The taking of this Security Agreement shall not waive or impair any other security Secured Party may have or hereafter acquire for the payment and performance of the Obligations, nor shall the taking of any such additional security waive or impair this Security Agreement; but Secured Party may resort to any security it may have in the order it may determine in its sole discretion.

10. Waiver of Rights. The failure of Secured Party to exercise any right it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Secured Party, and the waiver by Secured Party of any default of Debtor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on a future occasion.

11. Binding Effect. The rights and obligations of Secured Party and Debtor shall inure to the benefit of and bind their respective successors and assigns.

12. Severability. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

13. Termination. This Agreement shall terminate when the Notes and all of the other Obligations are paid and satisfied in full. Upon termination of this Agreement, Secured Party shall upon Debtor's request execute and deliver to Debtor a Termination Statement for any Financing Statements filed hereunder and shall deliver to Debtor any portions of the Collateral that are in the possession of Secured Party unless Secured Party has acquired rights to such Collateral pursuant to this Agreement.

14. Liability for Deficiency. Debtor shall be liable for any deficiency remaining after sale of Collateral and/or the exercise of any other remedy by Secured Party hereunder, provided that nothing contained herein shall require Secured Party to pursue any of its remedies against the Collateral before enforcing or obtaining a judgment under any of the Notes or other Obligations.

15. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be considered given upon personal delivery to the party being notified or if such party is a corporation, to an executive officer of such corporation, or on the third business day after the same is mailed by registered or certified mail (return receipt requested) or on the first

business day after the same is sent by a nationally recognized overnight delivery service that provides evidence of delivery and, in the case of mailing or overnight delivery service, addressed to the party being notified at its address set forth above (or such other address as a party may specify by notice pursuant to this paragraph).

16. Assignment. Secured Party may assign this Agreement in whole or in part in connection with a complete or partial assignment or transfer of any of the Notes or other Obligations and in the event of such assignment, the assignee shall be entitled, upon notifying Debtor, to performance of the Debtor's obligations and agreements hereunder, and the assignee shall be entitled to the assigned rights and remedies of the Secured Party hereunder.

17. No Action on Default. The holders of the Notes agree that they will not pursue any right or remedy as a result of a default or Event of Default under the Notes or under this Agreement without the consent of holders who hold Notes representing at least 66 $\frac{2}{3}$ % of the aggregate principal amount of all of the Notes ("66 $\frac{2}{3}$ % Holders"). If 66 $\frac{2}{3}$ % Holders determine to take any action or pursue any right or remedy, they may do so on behalf of the holders of all Notes, and each holder hereby irrevocably appoints 66 $\frac{2}{3}$ % Holders as its agent and attorney-in fact for such purpose. In the event of any realization on the security under this Security Agreement after payment of all cost and expenses incurred in connection therewith (together with interest at the rate of 12% per annum) to those holders of Notes advancing such costs and expenses, the proceeds from such realization shall be distributed pro rata to the holders of the Notes in the same manner as the Secured Party is required to make pro rata payments pursuant to the terms of the Notes.

18. Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the Secured Party and 66 $\frac{2}{3}$ % Holders; provided, however, that no such waiver, amendment, or modification shall reduce the percentage in interest of the Notes the holders of which are required to consent to any waiver, amendment, or modification; provided further that, in the event that such waiver, amendment, or modification adversely affects the rights and obligations of a holder of a Note in a different manner than any of the other holders, such waiver, amendment, or modification shall also require the written consent of such differently affected holder. Notwithstanding the foregoing, this Agreement may be modified to add holders of Additional Notes to Schedule A, with the consent of the Secured Party, but without the consent of the holder of any other Note; provided that such Additional Notes are issued pursuant to the terms of the Purchase Agreement. Any amendment or waiver affected in accordance with this Section 18 shall be binding upon the holders and transferees of all of the Notes.

19. Governing Law. This Agreement shall be governed by the internal law of the State of Delaware.

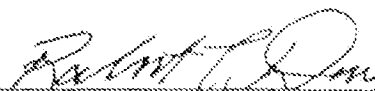
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EXECUTED as of the date set forth above.

DEBTOR:

**AmpliMed Corporation**, a Delaware corporation

By:   
 Name: ROBERT DORK  
 Title: CEO

**EXHIBIT A**  
**TO**  
**SECURITY AGREEMENT**

Dated: November 20, 2008

Description of Collateral:

All accounts, chattel paper, documents, instruments, general intangibles, goods, and all other tangible and intangible personal property now owned or hereafter acquired by Debtor, including, but not limited to, accounts receivable, inventory, equipment, fixtures, raw materials, work in process, finished goods, chattel paper, commercial tort claims, deposit accounts, investment property, financial assets, payment intangibles, software, securities accounts, securities, letters of credit, letter-of-credit rights, money, any and all inventions, processes, systems, techniques, procedures, and trade secrets used by Debtor in its business or in its products. The Collateral includes, without limitation, Debtor's interest in equipment under lease but is subject to the respective lessor's interest under each such lease. The Collateral also includes, without limitation, all of the following and all rights (as licensee or as licensor) under licenses relating thereto:

(i) All technology, methods, inventions, improvements, discoveries, concepts, and ideas (whether or not patentable) in any technological area, including without limitation, trade secrets, processes, products, systems, formulas, apparatus, techniques, know-how, instructions, procedures, marketing plans, data, improvements, and strategies.

(ii) All patents, copyrights, trademarks, service marks, tradenames, and other marks and names and all rights and applications relating thereto, including, but not limited to, those listed on Attachment 1 hereto.

(iii) All lists of customers, prospective customers, suppliers, or prospective suppliers and the technical requirements of customers.

(iv) All software, algorithms, processes, databases, technology, trade secrets, and know-how.

(v) All documentation, product literature, sales literature, listings, diagrams, flow charts, manuals, technical notes, memoranda, records, notebooks, and all other physical manifestations of the Collateral and all copies or reproductions thereof, whether on cards, disk, diskette, tape, hard copy, or other form.

The Collateral includes all of the foregoing now owned or hereafter acquired or developed by Debtor, all improvements, modifications, substitutions, products, and replacements thereof and all proceeds and royalties derived therefrom.

Permitted Liens: Purchase money security interests granted for equipment purchases by Debtor.

**ATTACHMENT 1**  
**INTELLECTUAL PROPERTY**

**Owned patents, trademarks, service marks, and applications therefor:**

1. The following trademarks and service marks:
  - a. AMPLIMED, U.S. Registration No. 3,040,967, Class 42;
  - b. AMPLIMED, U.S. Registration No. 2,987,832, Class 5;
  - c. AMPLIMED CORPORATION and Design, U.S. Registration No. 3,032,153, Class 42;
  - d. AMPLIMED CORPORATION and Design, U.S. Registration No. 2,987,845, Class 5;
  - e. AMPLIMEXON, U.S. Registration No. 2,987,831, Class 5;
  - f. AMPLIMEXON, E.U. CTM Application No. 004642088; and
  - g. INSPIRED THINKING - ADVANCING CANCER RESEARCH, U.S. Registration No. 3,176,683, Class 42.
  
2. The following patents and patent applications:
  - a. Cyanoaziridines for Treating Cancer, U.S. Patent No. 6,297,230;
  - b. Novel Cyanoaziridines for Treating Cancer, Canada Application No. 2294243;
  - c. Novel Cyanoaziridines for Treating Cancer, Austria Patent No. E252381;
  - d. Novel Cyanoaziridines for Treating Cancer, Belgium Patent No. EP1027041;
  - e. Novel Cyanoaziridines for Treating Cancer, France Patent No. EP1027041;
  - f. Novel Cyanoaziridines for Treating Cancer, Germany Patent No. 69819192;
  - g. Novel Cyanoaziridines for Treating Cancer, Great Britain Patent No. EP1027041;
  - h. Novel Cyanoaziridines for Treating Cancer, Ireland Patent No. EP1027041;
  - i. Novel Cyanoaziridines for Treating Cancer, Italy Patent No. EP1027041;

- j. Novel Cyanoaziridines for Treating Cancer, Netherlands Patent No. EPI027041;
- k. Novel Cyanoaziridines for Treating Cancer, Spain Patent No. 2210774;
- l. Novel Cyanoaziridines for Treating Cancer, Switzerland Patent No. EPI027041;
- m. Methods of Treating Concomitant Constipation in a Cancer Treatment Regimen including Imexon, U.S. Application No. 11/512,998;
- n. Compositions and Methods for the Treatment of Multiple Sclerosis, U.S. Application No. 11/681,120;
- o. Compositions and Methods for the Treatment of Multiple Sclerosis, WIPO International Application No. PCT/US2007/063328;
- p. Enantiomerically Enriched Iminopyrrolidone Aziridine Compositions, WIPO International Application No. PCT/US2007/079613. This application is co-owned by the Arizona Board of Regents on behalf of The University of Arizona (ABR). An exclusive license from the ABR has been obtained by the Company; and
- o. Methods of Treating Imexon-Induced Cholinergic Stimulation, U.S. Provisional Application No. 61/049,182.

**The Company's rights in and to exclusively licenses for the following patents and patent applications:**

- a. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents (Azonafides), U.S. Patent No. 5,635,506, licensed from Research Corporation Technologies ("RCT");
- b. 6-ethoxy-2-[2'-(dimethylamino)ethyl]-1,2-dihydro-3H-dibenz(deh)isoquinoline-1,3-dione (Ethonafide), Japan Patent No. 3543196, licensed from RCT;
- c. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Australia Patent No. 643539, licensed from RCT;
- d. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Canada Patent No. 2085598, licensed from RCT;
- e. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Japan Patent No. 2992769, licensed from RCT;
- f. Azonafide Anticancer Agents, Ireland Patent No. 82806, licensed from RCT;

- g. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Austria Patent No. 162526, licensed from RCT;
- h. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Belgium Patent No. EP536208, licensed from RCT;
- i. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, France Patent No. EP536208, licensed from RCT;
- j. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Germany Patent No. 69128788, licensed from RCT;
- k. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Great Britain Patent No. EP536208, licensed from RCT;
- l. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Italy Patent No. EP536208, licensed from RCT;
- m. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Netherlands Patent No. EP536208, licensed from RCT;
- n. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Spain Patent No. 2113886, licensed from RCT;
- o. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Sweden Patent No. EP536208, licensed from RCT;
- p. 1,2-Dihydro-3H-dibenzisoquinoline-1,3-dione Anticancer Agents, Switzerland Patent No. EP536208, licensed from RCT;
- q. Synthesis of 2-Cyanoaziridine-1-Carboxamide, U.S. Patent No. 6,476,236, licensed from the Arizona Board of Regents ("ABR");
- r. Synthesis of 2-Cyanoaziridine-1-Carboxamide, Australia Application No. 2002336606, licensed from ABR;
- s. Synthesis of 2-Cyanoaziridine-1-Carboxamide, Canada Application No. 2468542, licensed from ABR;
- t. Synthesis of 2-Cyanoaziridine-1-Carboxamide, Europe Application No. 02773466.4, licensed from ABR;
- u. Synthesis of 2-Cyanoaziridine-1-Carboxamide, Japan Application No. 2003-547358, licensed from ABR;
- v. Liposomal Imexon, U.S. Application Serial No. 09/989,695, licensed from ABR. In addition to the Arizona Board of Regents, the University of Texas

(MD Anderson Cancer Center) is an assignee of this application. The Company has no arrangements in place with the University of Texas.

- w. Synergistic Anti-cancer Compositions, U.S. Application No. 11/007,988, licensed from ABR;
- x. Synergistic Anti-cancer Compositions, Australia Application No. 2004296863, licensed from ABR;
- y. Synergistic Anti-cancer Compositions, Brazil Application No. PI0416870-4, licensed from ABR;
- z. Synergistic Anti-cancer Compositions, Canada Application No. 2548491, licensed from ABR;
- aa. Synergistic Anti-cancer Compositions, China Application No. 200480036362.0, licensed from ABR;
- bb. Synergistic Anti-cancer Compositions, Japan Application No. 2006-543951, licensed from ABR;
- cc. Synergistic Anti-cancer Compositions, Korea Application No. 10-2006-7013504, licensed from ABR;
- dd. Synergistic Anti-cancer Compositions, Israel Application No. 175665, licensed from ABR;
- ee. Synergistic Anti-cancer Compositions, India Application No. 3064/DELNP/2006, licensed from ABR;
- ff. Synergistic Anti-cancer Compositions, Mexico Application No. PA/A/2006/006291, licensed from ABR;
- gg. Synergistic Anti-cancer Compositions, New Zealand Application No. 547252, licensed from ABR;
- hh. Synergistic Anti-cancer Compositions, South Africa Patent No. 2006/04579, licensed from ABR;
- ii. Synergistic Anti-cancer Compositions, Europe Application No. 04813416.7, licensed from ABR;
- jj. Synergistic Anti-cancer Compositions, Hong Kong Application No. 06114002.1; licensed from ABR;
- kk. Synergistic Anti-cancer Compositions, U.S. Application No. 11/951,604, licensed from ABR;

- ll. Synergistic Anti-cancer Compositions, U.S. Application No. 11/951,638, licensed from ABR;
- mm. Synergistic Combinations of Antineoplastic Thiol-Binding Mitochondrial Oxidants and Antineoplastic Proteasome Inhibitors for the Treatment of Cancer, WIPO International Application No. PCT/US2007/078119; licensed from ABR;
- nn. Synergistic Combinations of Antineoplastic Thiol-Binding Mitochondrial Oxidants and Antineoplastic Corticosteroids for the Treatment of Cancer, WIPO International Application No. PCT/US2007/081220; licensed from ABR;
- oo. Enantiomerically Enriched Iminopyrrolidone Aziridine Compositions, WIPO International Application No. PCT/US2007/079613. This application is co-owned by the Company, and licensed from ABR; and
- pp. Iminopyrrolidone Thiol Amino Acid Conjugates, Pharmaceutical Compositions and Methods for the Treatment of Cancer, WIPO International Application No. PCT/US2008/056925, licensed from ABR.

SCHEDULE A

<u>Name and Address</u>	<u>Principal Amount of Note</u>	<u>Date of Note</u>
InvestBio Ventures -- Amplimed IV, L.P. Scott L. Mathis, President InvestBio Ventures -- AmpliMed, LLC, General Partner 135 Fifth Ave., 10th floor New York, NY 10010	[REDACTED]	11/20/2008
Valley Ventures III, L.P. 1275 W. Washington St. Suite 101 Tempe, AZ 85281	[REDACTED]	11/20/2008
Valley Ventures III Annex, L.P. 1275 W. Washington St. Suite 101 Tempe, AZ 85281	[REDACTED]	11/20/2008