

11-24-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



103536472

PR/FINANCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8018-11

1. Name of conveying party(ies):
MELIOR DISCOVERY, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: **DELAWARE**
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: **VENCORE SOLUTIONS LLC**
Internal Address: **SUITE 350**
Street Address: **4500 SW KRUSE WAY**
City: **LAKE OSWEGO**
State: **OR**
Country: **USA** Zip: **97035**

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship **DELAWARE**
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) **OCTOBER 10, 2008**

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) **Ⓐ 77010929 Ⓑ 78946868 Ⓒ 78946872**

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Ⓐ theATRACE Ⓑ Melior Discovery Ⓒ Melior Pharmaceuticals

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: **VENCORE SOLUTIONS LLC**
Internal Address: _____
Street Address: **4500 SW KRUSE WAY**
SUITE 350
City: **LAKE OSWEGO**
State: **OR** Zip: **97035**
Phone Number: **503-675-3121**
Fax Number: **503-675-3136**
Email Address: **KISEH@VENCORECAPITAL.COM**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ **120-**

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Refund Expiration Date **11/21/2008** **RIANA** **0000165238**

b. Deposit Account Number _____
Authorized User Name _____
CHECK Refund Total: **\$30.00**

9. Signature: **KISEH POND** Signature **NOV. 17, 2008** Date

Name of Person Signing **KISEH POND**

Total number of pages including cover sheet **7**

Documents to be recorded (including cover sheet) should be faxed to 877-1205-140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035
(503) 699-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of ⁰²~~September~~ ^{October} 10, 2008 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Melior Discovery, Inc., a Delaware Corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "Intellectual Property Collateral"). Notwithstanding the foregoing or anything to the contrary contained in any other transaction documents between Lender and Grantor, Lender shall be deemed to have unconditionally and irrevocably released its security interest in all items of collateral identified on Exhibit D (the "1023 Collateral"), immediately upon the transfer by Grantor of the 1023 Collateral into a separate legal entity (the "Spin-Out Entity") in connection with Grantor's spin-out transaction relating to the 1023 Collateral. Upon such transfer the 1023 Collateral shall be absolutely freed and discharged of and from Lender's security interest as provided herein and in the related transaction documents between Lender and Grantor. Lender agrees to do all acts and things and/or execute any further documents as Grantor may reasonably request to carry into effect or to give legal effect to the provisions hereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan 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 Lender of any one or more of the rights, powers or

remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


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

GRANTOR:

Address of Grantor:


860 Springdale Drive
Exton, PA 19341
Attention: Andrew Reaume

Melior Discovery, Inc., a Delaware Corporation

By: X 

Name: Andrew Reaume

Title: President

By: X 

Name: Michael Saporito

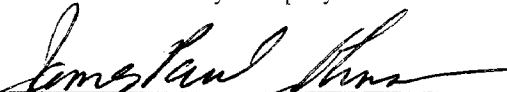
Title: Vice President

LENDER:

Address of Lender:

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

VENCORE SOLUTIONS LLC,
a Delaware Limited Liability Company

By: 

Name: James Paul Johnson

Title: SVP

EXHIBIT A
COPYRIGHTS



<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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N/A

IP Security Agreement

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 (initials of A. Reaume)  (initials of M. Saporito)

TRADEMARK
REEL: 003895 FRAME: 0456

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
<u>The Non-1023 Collateral consists of the following two (2) patents and related Intellectual Property:</u>		
1.Methods for Treating Inflammatory Conditions	2008-0161319	7/3/2008
2.Purine Formulations and Methods for Managing Disorders	2007-0105878	5/10/2007
<u>The 1023 Collateral consists of the following four (4) patents and related Intellectual Property</u>		
1.Methods and Formulations for Modulating Lyn Kinase Activity and Treating Related Disorders	2,620,065	2/22/2008
2.Methods of Identifying Activators of Lyn Kinase	PCT/US08/54361	2/20/2008
3.Methods of Activating IRS-1 and AKT	60/651,309	7/23/2007
4.Compounds and Methods for Treating Disorders Related to Glucose Metabolism	61/078,193	7/3/2008

/

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X OR (initials of A. Reaume) X MS (initials of M. Saporito)



EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
theraTRACE ®	77010929	MAY 20, 2008
Melior Discovery ®	78946868	JUNE 26, 2007
Melior Pharmaceuticals ®	78946872	APRIL 8, 2008

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X  (initials of A. Reaume) X  (initials of M. Saporito)

RECORDED: 11/21/2008

TRADEMARK
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