

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
Virxsys Corporation		02/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OSV Global Strategy Fund, Ltd.		
Street Address:	c/o OSV Partners, 3 Parkland Drive		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3521275	DELIVERING THE PROMISE OF GENETIC MEDICINE	
Registration Number:	3109661	VIRXSYS	
Registration Number:	3521274	VIRXSYS	
Registration Number:	3540829	VRX496	
Serial Number:	76476554	SMART	
CORRESPONDENCE DATA			
Fax Number:	(212)480-8421		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarks@sewkis.com		
Correspondent Name:	Beth H. Alter/Seward & Kissel LLP		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Beth H. Alter		
Signature:	/Beth H. Alter/		

CH \$140.00 3521275

Date:

02/25/2009

Total Attachments: 3

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Agreement"), effective as of the 9th day of January, 2009, is between VIRXSYS CORPORATION, a Delaware corporation ("BORROWER"), and OSV GLOBAL STRATEGY FUND, LTD., a Cayman Islands corporation (the "SECURED PARTY").

WITNESSETH:

WHEREAS, BORROWER and SECURED PARTY have entered into that certain Security and Intercreditor Agreement dated as of January 9, 2009 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement and not otherwise defined herein, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, BORROWER has granted to SECURED PARTY, a security interest in certain property of BORROWER including, without limitation, all current and future intellectual property including, without limitation, all trademarks, trademark applications, registrations, and goodwill and all proceeds, products, replacements and renewals thereof, to secure performance and payment of the Indebtedness.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BORROWER hereby grants to SECURED PARTY a security interest in all of BORROWER's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter acquired, and such grant insofar as it applies to property covered by the Security Agreement, is in confirmation of the security interest granted under the Security Agreement: (1) each trademark, trademark application and trademark registration, including, without limitation, those set forth on Schedule I attached hereto, together with any reissues, renewals, divisions, modifications, substitutions or extensions thereof, and all the goodwill symbolized thereby; (2) all trade names, including, without limitation, those set forth on Schedule I attached hereto; and (3) all proceeds, products, and replacements thereof.

The security interest contained in this Agreement is granted in conjunction with the security interests granted to SECURED PARTY pursuant to the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Security Agreement. BORROWER hereby acknowledges and affirms that the rights and remedies of SECURED PARTY with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SCHEDULE I

Trademark Registrations

Mark	Serial No.	Filing Date	Reg. No.	Status
DELIVERING THE PROMISE OF GENETIC MEDICINE	77/077,125	Jan. 5, 2007	3,521,275	Registered
VIRXSYS	76/447,353	Sept. 6, 2002	3,109,661	Registered
VIRXSYS & Design	77/077,112	Jan. 5, 2007	3,521,274	Registered
VRX496	77/077,134	Jan. 5, 2007	3,540,829	Registered

Pending Trademark Applications

Mark	Serial No.	Filing Date	Reg. No.	Status
SMaRT	76/476,554	Dec. 18, 2002		Allowed

Trade Names

VIRxSYS

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