

Date:

02/27/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of February 18, 2009, between Cellumen, Inc., a Delaware corporation (the "Borrower") in favor of Safeguard Delaware, Inc., (the "Lenders' Representative") as agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to a Note and Warrant Purchase Agreement, dated as of February 18, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note Purchase Agreement"), and the Notes and Warrants (as defined in the Note Purchase Agreement) issued or issuable pursuant thereto, the Lenders have agreed to make certain convertible loans to the Borrower; and

WHEREAS, in connection with the Note Purchase Agreement, the Borrower has executed and delivered a Security Agreement, dated as of February 18, 2009 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Note Purchase Agreement and the Security Agreement, the Borrower is required to execute and deliver this Agreement and to grant to the Lenders' Representative, as agent for the Lenders, a security interest in all of the Trademark Collateral (as defined in the Security Agreement); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, the Borrower is the owner of the trademarks and trademark applications identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, it is in the best interests of the Borrower to execute this Agreement inasmuch as the Borrower will derive substantial direct and indirect benefits from the loans made to the Borrower by the Lenders pursuant to the Note Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to maintain and extend the loan evidenced by the Note issued under the Note Purchase Agreement, the Borrower agrees with the Lenders' Representative, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower does hereby grant to the Lenders' Representative, for the ratable benefit of the Lenders, a security interest in all the Borrower's right, title and interest in and to: (i) the Trademarks, including all goodwill pertaining thereto; (ii) all income, royalties, damages and payments now due or payable or which

hereafter become due or payable in respect thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Lenders' Representative in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders' Representative for benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders' Representative thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the indefeasible payment and performance of all the Secured Obligations and the termination of the Security Agreement pursuant to Section 12 thereof, this Agreement shall terminate. Upon termination of this Agreement or any release of the Pledged Collateral, the Lenders' Representative shall upon the request and at the expense of the Borrower, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to evidence the release of the lien on and security interest in the Trademarks which has been granted hereunder.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders' Representative with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Note Purchase Document, etc. This Agreement is a Note Purchase Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement .

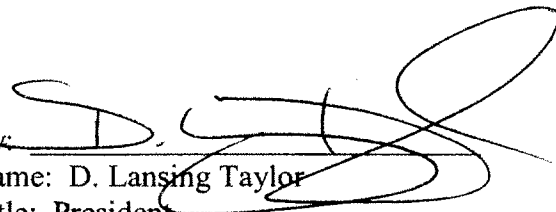
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law, Entire Agreement, etc. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE. THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER NOTE PURCHASE DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

**WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY
PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands to this
Trademark Security Agreement as of the day and year first above written.

CELLUMEN, INC.

By: 
Name: D. Lansing Taylor
Title: President

SAFEGUARD DELAWARE, INC.

By: _____
Name:
Title:

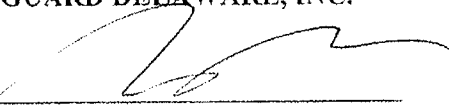
**WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY
PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands to this
Trademark Security Agreement as of the day and year first above written.

CELLUMEN, INC.

By: _____
Name: D. Lansing Taylor
Title: President

SAFEGUARD DELAWARE, INC.

By:  _____
Name: Brian J. Sisko
Title: Vice President

Schedule A

Trademarks and Registrations and Applications Therefor

<u>Country</u>	<u>Trademark</u>	<u>Registration No./</u> <u>Serial No.</u>	<u>Filing Date</u>
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SCHEDULE III

TRADEMARKS

Trademarks and Registrations and Applications Therefor

<u>Country</u>	<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Filing Date</u>
US	CELLUMEN	Reg. No. 3,483,060	3/1/2007
US	CELLCIPHR	Reg. No. 3,343,078	3/2/2007