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
Transport Pharmaceuticals, Inc.		04/10/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation	
Street Address:	83 Wooster Heights Road	
City:	Danbury	
State/Country:	CONNECTICUT	
Postal Code:	06810	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78943547	SOLOVIR
Serial Number:	77096177	SOLOVIR
Serial Number:	78940129	TRANSPORT PHARMACEUTICALS, INC.

CORRESPONDENCE DATA

Fax Number: (404)541-4710

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

Phone: 404-815-6500

Email: laallen@kilpatrickstockton.com

Correspondent Name: Art Gambill, Kilpatrick Stockton LLP

Address Line 1: 1100 Peachtree Street

Address Line 2: Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: G3560-354956

NAME OF SUBMITTER: Cheryl N. Spain

TRADEMARK REEL: 003970 FRAME: 0347 \$90.00 78943547

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Signature:	/Cheryl N. Spain/		
Date:	04/14/2009		
Total Attachments: 15			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2009, is made by TRANSPORT PHARMACEUTICALS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as lender (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of March 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement and that certain Third Amendment to Loan and Security Agreement, Forbearance and Consent, dated as of even date herewith, by and between Grantor and Lender (the "Third Amendment"), and in consideration of the amendments, forbearance and consents provided to Grantor thereunder, Grantor is required to execute and deliver this Agreement.

- NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Lender to enter into the Third Amendment and to induce Lender to continue to make extensions of credit to Grantor under the Loan Agreement, Grantor hereby agrees with Lender as follows:
- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan Agreement.
- Section 2. <u>Grant of Security Interest in Intellectual Property Collateral</u>. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Intellectual Property Collateral"):
- (a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;
- (b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on <u>Schedule 1</u> hereto, together with all renewals, reversions and extensions of the foregoing;
- (c) all of its trademarks and rights under any written agreement granting any right to use copy rights, including, without limitation, those referred to on <u>Schedule 2</u> hereto, together with all renewals, reversions and extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by (b) above;

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- (e) all of its US Patents and rights under any written agreement granting any right to use US patents, copyrights, including, without limitation, those referred to on <u>Schedule 3</u> hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on <u>Schedule 4</u> hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (g) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications patents, including, without limitation, those referred to on <u>Schedule 5</u> hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (h) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and
- (i) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing the term "Intellectual Property Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto or give another person party the right to terminate, accelerate or otherwise adversely alter Grantor's rights, title and interest thereunder; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-

408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Intellectual Property Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Lender's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

- Section 3. <u>Loan Agreement and Third Amendment</u>. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limiting, the security interest granted to Lender pursuant to the Loan Agreement and the Third Amendment, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Third Amendment, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Grantor Remains Liable</u>. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.
- Section 5. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Connecticut.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

	GRANTOR:
	TRANSPORT PHARMACEUTICALS, INC., as Grantor By: Name: Dennis I. Goldberg, PhD Title: President and Chief Executive Officer
ACCEPTED AND AGREED as of the date first above written:	
GENERAL ELECTRIC CAPITAL CORPO as Lender	DRATION
By: Name: Title:	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TRANSPORT PH	ARMACEUTICALS,
INC.,	
as Grantor	
By:	
Name:	
Title:	

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Lender

By: Mana Mora Hondington
Title: Duly Arthorized Signatory

INTELLECTUAL PROPERTY SECT.

AGREEMENT

Acknowledgment of Grantor

STATE OF <u>Massachusetts</u>) s COUNTY OF <u>Middlesex</u>)

On this 10 day of April 2009 before me personally appeared Denots I. Gold Reed, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Transport Pharmaceuticals, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Nogary Public



ACKNOWLEDGEMENT OF GRANTOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

Schedule 1 to Intellectual Property Security Agreement

None.

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Schedule 2 to Intellectual Property Security Agreement

Solovir

Breaking the Barriers of Dermal Delivery

The Transport Pharmaceuticals, Inc. logo

SCHEDULE 2 INTELLECTUAL PROPERTY SECURITY AGREEMENT

Schedule 3 to Intellectual Property Security Agreement

- 1. US Patent 6,148,231, issued November 14, 2000. This patent contains claims for new patch embodiments, attachable to the device or skin, or merely interposed between the device and the skin. It also contains claims for patch/magnet activation of the device, combinations of patch & device, hydration, wearable thimble and glove embodiments.
- 2. US patent 6,385,487, issued May 7, 2002. This patent covers non-specific lesions, acne, ionosonics (the combination of iontophoresis and ultrasonics), blemishes and a dual prong style electrode. The Company filed a response October 7, 1999 with a Petition to correct technical errors made by prior patent counsel. The Petition was subsequently granted by the Patent Office. Expanded claims were also added along with all pertinent prior art disclosures.
- 3. US Patent RE 37,796, issued July 23, 2002 (reissue of US Patent 5,908,401, originally issued June 1, 1999). The reissue application was filed to remove any possible flaws due to the inadvertent omission of an article by the inventor as prior art. The reissue patent contains extensive additional prior art disclosures. The first design of a patch style electrode is also contained in this patent. The original patent was surrendered and the new patent issued
- 4. US patent 6,477,410, issued November 5, 2002. This patent was part of a larger application, referred to as the omnibus application by the Company was crafted to cover as many iterations of the portable, wireless iontophoretic technology as possible. This is the first issued patent out of the omnibus application. It is the first Transport patent to specifically claim the finger splint design. Divisional applications have been requested by the patent office, and filed, because the original application contains several inventions. An international PCT application was filed in May, 2001.
- 5. US patent RE 38,341, issued December 9, 2003 (reissue of US patent 5,879,323 issued March 9, 1999). The old patent was surrendered and the new was patent issued. Claims primarily for the treatment of herpes labialis with acyclovir, IUDR and other antiviral drugs delivered by a handheld iontophoresis device have been allowed. Also claims to a handheld pre packaged unit dose of medicament were granted.
- 6. US Patent RE 38,000, issued February 25, 2003 (reissue of US Patent 5,676,648, originally issued October 14, 1997). This patent contains numerous apparatus claims and extensive prior art reference disclosures. The original patent was surrendered and the new patent issued.
- 7. US patent 6,553,253, issued April 22, 2003. This patent covers dual prong electrodes and includes technology that will allow small dermal patch electrodes to work efficiently even when the positive and negative poles are placed close together. This application also claims AC conversion to DC at the medicament reservoir site for safety when the device is used below the heart.

SCHEDULE 3
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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- 8. US patent 6,735,470 issued May 11, 2004 (divisional of US patent 6,477,410). Claims for an electrokinetic delivery system for reliably securing to an individuals finger as well as claims for treatment and prevention of bacterial and viral infections of the skin (for example acne and psoriasis) with various classes and types of compounds. Also discloses a device for the treatment of onychomycosis of nail and toenail.
- 9. US patent 6,792,306B2 issued September 14, 2004 (CIP of US patent 6,477,410). Claims primarily for the 2 piece finger splint device and disclosures of multichannel capability via the preferred embodiment of a mask.
- 10. US patent 6,895,271 issued May 17, 2005 (CIP of application number 09/653,992, now abandoned, which is a divisional of US Patent 6,148,231). Claims primarily for a method of treatment by electrokinetic self administration of a medicament to a site for an individual comprising of a device shaped to a finger, having a self contained power source, a first and second electrode and a substrate in electrical contact with the first electrode and an exposed contact surface opposite the first electrode.
- 11. US patent 7,016,724 issued March 21, 2006 (divisional of US patent 6,792,306B2). Broad claims primarily relating to the touch sensitive switch on the applicator whereby the application of an individuals finger onto the counter electrode can initiate treatment. Claims also written to the applicator and pad containing the medicament.
- 12. US patent 7,069,073 issued June 27, 2006 (a divisional of US patent 6,735,470) with broad claims written to the device a self contained disposable applicator held against the application site including a least one substance to aid in the treatment prevention of diseases of the skin or mucocutaneous membranes.
- 13. US Patent 7,127,285 issued October 24, 2006 (CIP of US patent 6,553,253). Claims primarily written to electrokinetic delivery of a medicament via device conformed to the shape of a finger.

Schedule 4

to

Intellectual Property Security Agreement

- 1. Application No. 11/104,568 filed April 13, 2005 is a divisional of US Patent 7,069,073.
- 2. Application No. 11/228,461 filed September 19, 2005 with claims written to the combination of microneedles, iontophoresis and multichannel.
- 3. Application No. 11/565,335 filed April 24, 2006 has claims written primarily to the releasable cartridge with prongs for the two piece device.
- 4. Application No. 11/565,360 filed November 30, 2006 written to combination of the cartridge and the control unit specifically with designs for the pogo, releasing and ejecting features as well as the attachment features.
- 5. Application No. Application No. 11/236,748 filed September 28, 2005 is a divisional of application No. 10/359,559 which is a CIP of US patent 6,553,253 with claims written to new circuitry designs.
- 6. Application No. 11/265,383 filed November 3, 2005 is a divisional of US patent 6,895,271 with broad claims on the cartridge to obtain the priority date on US patent 6,477,410 issued November 5, 2002.
- 7. Application No. 11/373,301 filed March 13, 2006 is a divisional of US patent 7,016,724 to prosecute restricted claims generally relating to the form of the applicator.
- 8. Application No. 11/538,249 filed October 3, 2006 is a CIP of application No. 11/228,461 with claims for the delivery of methotrexate in combination with multichannel, iontophoresis and microneedles.
- 9. -87 Application No. 60/913,151 filed April 20, 2007 with claims to using conductive patterns on a cartridge to prevent reuse.
- 10. -88 Application No. 60/912,261 filed April 17, 2007 with claims written to a current density detection and control system in an iontophoretic system.
- 11. Application No. 60/944,126 filed June 15, 2007 with claims written to an iontophoretic flux concentrator design.
- 12. Application No. 60/944,134 filed 6/15/2007 with claims written to a method and system for mitigation current concentration in iontophoretic delivery systems.
- 13. Application No.60/944,907 filed 6/19/2007 with claims written to an iontophoretic system for the treatment of onychomycosis.

SCHEDULE 4
INTELLECTUAL PROPERTY SECURITY AGREEMENT

- 14. Application No.60/952,676 filed 7/30/2007 with claims written to a fixture and procedure for the treatment on onychomycosis.
- 15. Application No. 11/737,466 filed 4/19/2007 with claims written to pharmaceutical formulations for iontophoretic drug delivery (Acyclovir).
- 16. Application No. 12/052,952 filed 3/21/2008 with claims written to pharmaceutical formulations or iontophoretic delivery utilizing water electrolysis to facilitate drug delivery.
- 17. Application No. 11/737,568 filed 3/6/2008 with claims written to formulations of methotrexate for iontophoretic drug delivery.
- 18. Application No. 11/762,966 filed 6/14/2007 with claims written to formulations of tetracycline for iontophoretic drug delivery.
- 19. Application No. 12/056,802 filed 3/27/2008 with claims written to formulations of terbinafine for iontophoretic drug delivery.
- 20. Application No. 60/973,956 filed 9/20/2007 with claims written to formulations of peptides for iontophoretic drug delivery.
- 21. Application No. 61/033,608 filed 3/5/2008 with claims written to an applicator with an array of electrodes on a flexible substrate where in each is separately controlled for wide area applications.
- 22. Application No. 61/040,366 filed 3/24/2008 with claims written to an applicator and formulation utilizing phase changing polymers.
- 23. Application No. 12/139,936 Utility off of 60/944,126 filed June 16, 2008.
- 24. Application No. 12/142,234 Utility off of 60/944,907 (June 19, 2007), 60/952,676 (June 30, 2007), 61/040,366 (March 28, 2008).
- 25. Application No. 12/139,873 Utility off of 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).
- 26. Application No. 61/144,590 filed January 14, 2009 with claims written to a system and method for redistribution of medicaments in iontophoretic applications.

Schedule 5 to Intellectual Property Security Agreement

Foreign Patents Issued

- 1. Australian patent 728510 issued April 26, 2001 corresponds to application No. 08/646,853 now US patent RE 38,000 and PCT/US97/07590.
- 2. Australian patent 763197 issued October 30, 2003 corresponds to application No. 09/153,640 which is now US patent 6,385,487 and 09/205,751 which is US patent 6,148,231 and PCT/US99/11440.
- 3. Australian patent 2001274851 issued November 17, 2005 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
- 4. Mexican patent 232805 issued December 9, 2005 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
- 5. Russian patent 2268075 issued January 20, 2006 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
- 6. Canadian patent 2,481,955 issued June 6, 2006 corresponds to application 10/117,346 (priority date April 8, 2002) which is now US patent 6,792,306 and PCT/US03/10644.
- 7. Canadian patent 2,413,806 issued September 19, 2006 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
- 8. Australian patent 225129, issued July 12, 2007. This is a divisional of AU 2001274851 which corresponds to US patent 6,477,410 and PCT/US01/16069.
- 9. Canadian patent 2,253,671 issued July 10, 2007 corresponds to US patent RE 38,000 and PCT/US97/07590.
- 10. Chinese patent ZL01810379.0 (1287877C) issued December 12, 2006 corresponds to application No. 09/584,138 which is now patent 6,477,410 and PCT/US01/16069.
- 11. Russian patent 2290967 issued January 10, 2007 corresponds to application No. 09/584,138 which is now patent 6,477,410 and PCT/US01/16069.
- 12. Indian patent 209162 issued August 22, 2007 corresponds to PCT/US99/11440.
- 13. Australian patent 234691 issued November 15, 2007 corresponds to application No. 10/117,346 which in now patent 6,792,306 and PCT/US03/10644.
- 14. Russian patent 2286809 issued November 10, 2006 corresponds to application No 09/523,217 which is now patent 6,553,253 and PCT/US01/13431.

SCHEDULE 5

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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- 15. Mexican patent 009827 issued December 7, 2007 corresponds to application No. application 10/117,346 which is now US patent 6,792,306 and PCT/US03/10644.
- 16. European patent EP1390099 issued March 19, 2008 corresponds to application No. 09/523,217 which in now US patent 6,553,253 and PCT US01/13431.
- 17. Japanese patent JP4199457 issued December 17, 2008 corresponds to PCT/US01/16069 and US6,477,410 B1
- 18. Chinese (Hong Kong) patent 1062414 corresponds to US6,553,253
- 19. Japanese patent JP4221305 allowed October 30, 2008 corresponds to PCT/US03/10644 and US6792306 (-410 and -253 patents)

Foreign Filings

- 1. **PCT/US97/07590** International Filing Date May 5, 1997 Based on Application 08/646,853 (priority date May 8, 1996) which is US patent RE 38,000.
- 2. PCT/US99/11440 International Filing Date May 24, 1999 Based on 09/153,640 (priority date September 15, 1998) which is US patent 6,385,487 and 09/205,751 (priority date December 4, 1998) which is US patent 6,148,231.
- 3. **PCT/US01/13431** International Filing Date April 27, 2001 Based on 09/523,217 (filed March 10, 2000) which are US patent 6,553,253.
- 4. **PCT/US01/16069** International Filing Date May 21, 2001 Based on 09/584,138 (priority date May 31, 2000) which is US patent 6,477,410.
- 5. PCT/US03/10644 International Filing Date April 7, 2003 Based on 10/117,346 (priority date April 8, 2002) which is US patent 6,792,306.
- 6. **PCT/US06/36438** International Filing Date September 19, 2006 Based on 11/228,461 (priority date September 19, 2005) Claims to combination of microneedles with iontophoresis and multichannel.
- 7. **PCT/US06/45720** International Filing Date November 30, 2006. Based on 11/565,360 (priority date November 30, 2005) with claims written to combination of the cartridge and the control unit specifically with designs for the pogo, releasing and ejecting features as well as the attachment features.
- 8. **PCT/US/06/45719** International Filing Date November 30, 2006 Based on 11/565,335 (priority date November 30, 2005) with claims written primarily to the releasable cartridge with prongs for the two piece device.

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

- 9. **PCT/US07/66965** International Filing Date April 19, 2007 Based on 11/737,466 (priority date April 20, 2006).
- 10. **PCT/US07/66989** International Filing Date April 19, 2007 Based on 11/737,568 (priority date April 20, 2006).
- 11. **PCT/US07/71194** International Filing Date June 14, 2007 Based on 11/762,966 (priority date of June 16, 2006).
- 12. PCT/US07/21226 International Filing Date October 3, 2007 Based on 11/538,249 (priority date of Oct 3, 2006).
- 13. **PCT/US08/57805** International Filing Date March 21 ,2008 Based on 12/052,952 (priority date of March 22, 2007).
- 14. **PCT/US08/58427** International Filing Date June 14, 2008 Based on 12/056,802 (priority date of March 30, 2007).
- 15. PCT/US08/60798 International Filing Date (prior to April 20, 2008) Based on 60/913,151 (priority date of April 20, 2007).
- 16. PCT/US08/60585 International Filing Date (prior to April 17, 2008) Based on 60/912,261 (priority date of April 17, 2007).
- 17. **PCT/US08/67107** International Filing Date (June 16, 2008) Based on 60/944,126 (priority date of June 16, 2007).
- 18. **PCT/US08/67482** International Filing Date (June 19, 2008) Based on 60/944,907 (June 19, 2007), 60/952,676 (June 30, 2007), 61/040,366 (March 28, 2008).
- 19. **PCT/US08/67102** International Filing Date (June 16, 2008) Based on 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).

RECORDED: 04/14/2009

SCHEDULE 5 INTELLECTUAL PROPERTY SECURITY AGREEMENT