

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIRxSYS Corporation		03/23/2009	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. R. Patrick Miele		
<b>Street Address:</b>	24 Dockside Lane		
<b>City:</b>	Key Largo		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33037		
<b>Entity Type:</b>	INDIVIDUAL:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3521275	DELIVERING THE PROMISE OF GENETIC MEDICINE	
Registration Number:	3109661	VIRXSYS	
Registration Number:	3521274	VIRXSYS	
Registration Number:	3540829	VRX496	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(301)926-9587		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301 926-9369		
Email:	serge@virxsys.com		
Correspondent Name:	VIRxSYS Corporation		
Address Line 1:	200 Perry Parkway		
Address Line 2:	Suite 1A		
Address Line 4:	Gaithersburg, MARYLAND 20877		
ATTORNEY DOCKET NUMBER:	VIRXSYS GENERAL MATTER 01		
NAME OF SUBMITTER:	Serge Sira		

OP \$115.00 3521275

**900132278**

**TRADEMARK**  
**REEL: 003973 FRAME: 0956**

Signature:	/Serge Siral/
Date:	04/21/2009
<p>Total Attachments: 14</p> <p>source=Security Agreement With Exhibit A#page1.tif source=Security Agreement With Exhibit A#page2.tif source=Security Agreement With Exhibit A#page3.tif source=Security Agreement With Exhibit A#page4.tif source=Security Agreement With Exhibit A#page5.tif source=Security Agreement With Exhibit A#page6.tif source=Security Agreement With Exhibit A#page7.tif source=Security Agreement With Exhibit A#page8.tif source=Security Agreement With Exhibit A#page9.tif source=Security Agreement With Exhibit A#page10.tif source=Security Agreement With Exhibit A#page11.tif source=Security Agreement With Exhibit A#page12.tif source=Security Agreement With Exhibit A#page13.tif source=Security Agreement With Exhibit A#page14.tif</p>	

## SECURITY AND INTERCREDITOR AGREEMENT

THIS SECURITY AND INTERCREDITOR AGREEMENT (this "Security Agreement") is made and entered into as of 3/23/09 (the "Effective Date") by and between VIRxSYS Corporation, a Delaware corporation ("Company"), and each of the undersigned purchasers of the Company's Secured Convertible Notes (each a "Purchaser" and collective the "Purchasers"). Capitalized terms not defined herein have the meanings given in the Secured Convertible Note, issued to the Purchaser in the original principal amount and as of the issuance date set opposite such Purchaser's name as set forth on Schedule I to this Security Agreement (each a "Note" and collectively, the "Notes"). Each Note was sold pursuant to the Note Purchase Agreement of even date herewith (the "Note Purchase Agreement"). Each Note, this Security Agreement, and the Note Purchase Agreement are referred to herein collectively as the "Purchaser Loan Documents".

Each Note was issued as part of (i) the sale by the Company of other Secured Convertible Notes under substantially similar Purchaser Loan Documents except for the names of the purchasers of the Notes, the principal amounts of the Notes and the dates of the Notes; and (ii) the sale to OSV Global Strategy Fund, Ltd., a Cayman Islands corporation ("OSV") under substantially similar loan documents, including a Security and Intercreditor Agreement that is substantially similar to this Security Agreement (collectively the "OSV Loan Documents") of two redeemable secured convertible notes the first dated January 9, 2009 in the original principal amount of \$2,500,000 USD and the second dated January 30, 2009 in the original principal amount of \$1,500,000 USD (collectively, the "OSV Notes"). The Purchasers and OSV are referred to herein collectively as the "Secured Parties" and it is the intent of the Purchaser Loan Documents and the OSV Loan Documents (collectively all such documents referred to herein as the "Loan Documents") that each of the Secured Parties, including OSV, be treated on a pari passu basis under the terms this Security Agreement and the Loan Documents.

1. **Creation of Security Interest; Definition of Collateral.** Borrower hereby grants to Secured Party a security interest in the Collateral described below of this Security Agreement to secure performance and payment of all obligations and indebtedness of Borrower described in Section 3 of this Security Agreement and any and all other indebtedness that may be owed by the Borrower related to the enforcement of the Secured Parties rights under the Note to the Secured Party in addition to the Note described herein, including the amounts owed under the terms of additional secured promissory notes substantially the same as the Note described herein except for date of issuance and principal amount (collectively, the "Indebtedness"). In order to secure the payment when due of any and all Indebtedness, Borrower hereby grants to Secured Party a security interest in all of Borrower's current and future intellectual property including but not limited to trademarks, trade names, patents, patent rights, and copyrights (the "Collateral"). The current intellectual property rights owned without restrictions by the Borrower are listed in **Exhibit A** (including pending applications). With respect to future intellectual property rights reference is made to Section 7.(f).

2. **Payment and Other Obligations of Borrower.**

(a) Borrower shall pay to Secured Party any sum or sums due or which may become due pursuant to the Note.

(b) Borrower shall account fully and faithfully to Secured Party for proceeds from disposition of the Collateral in any manner and, following and during the continuance of an Event of Default hereunder, shall pay or turn over promptly in cash, negotiable instruments, drafts, assigned accounts or chattel paper all the proceeds from each sale to be applied to Borrower's Indebtedness to Secured Party, subject, if other than cash, to final payment or collection. Application of such proceeds to Indebted-

ness of Borrower shall be in the sole discretion of Secured Party, provided such application of proceeds is made by Secured Party in a reasonable manner.

(c) Following an Event of Default, Borrower shall pay to Secured Party on demand all expenses and expenditures (including, but not limited to, reasonable fees and expenses of legal counsel) incurred or paid by Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement, plus interest thereon at the lesser of (i) 12% per annum or (ii) the highest rate of interest then allowed by law (the "Default Fees").

(d) Borrower shall not grant any other security interest in the Collateral, other than those Permitted Liens as defined in Section 4.(b) below and as provided for herein, without the prior written consent of the Secured Party; provided, however, Borrower may issue other Secured Notes to other purchasers under the terms of the Loan Documents subject to the restrictions under this Agreement.

### 3. Intercreditor Agreement.

(a) The security interests of the Secured Parties pursuant to the Loan Documents shall rank equally, notwithstanding the time of filing of their respective financing statements or other methods of perfection of such security interests. Notwithstanding the foregoing, the priorities specified in this Security Agreement are conditioned upon the non-avoidability and perfection of each security interest with which another security interest is made *pari passu*. If the security interest of a Secured Party is not perfected or is avoidable, then the relative priorities provided for in this Security Agreement shall not be effective as to the Collateral that is the subject of the unperfected or avoidable security interest.

(b) For so long as no event of default (an "Event of Default") has occurred under any of the Loan Documents, Borrower may continue to make regularly scheduled payments of principal and interest to each Secured Party in accordance with the terms of their respective Loan Documents. Borrower will not make any prepayments of amounts owing to any one Secured Party except upon prior written notice to, and concurrence by, the other Secured Parties. Upon the occurrence of an Event of Default under any of the Loan Documents, and for so long as such Event of Default has not been waived or cured, Borrower shall not make, and no Secured Party shall accept, any payment except as shall be shared ratably between the Secured Parties so as to maintain as near as possible the amount of the debt owing under the Loan Documents pro rata according to the Secured Parties' respective proportionate interests in the amount of debt owed as of the date immediately prior to such payment or payments.

(c) If a Secured Party shall at any time receive any payment of principal, interest or other charge arising under any of the Loan Documents, or any sum by virtue of counterclaim, offset or other lien that may be exercised or from any security, other than payments made in accordance with Section 2. hereof, such Secured Party shall share such payment or payments with the other Security Parties pro rata according to the amounts of debt owing under the Loan Documents as of the date immediately prior to such payment or payments.

(d) No Secured Party shall foreclose its security interest in or exercise any available remedy upon a default or an Event of Default with respect to the Collateral, including without limitation, the exercise of rights under Section § 9-101 (Title 9) - Secured Transactions of the Annotated Code of Maryland, as in effect on the date hereof, or other similar law, without prior written notice to the other Secured Parties.

(e) In the event that a Secured Party receives any proceeds (the "Sale Proceeds") (i) as a result of the exercise of any contractual remedy with respect to the Collateral, or (ii) as a result of the foreclosure of the security interest encumbering the Collateral, or (iii) upon any distribution of assets of

Borrower with respect to the Collateral in the event of any dissolution, winding up, liquidation or reorganization of Borrower, whether in bankruptcy, insolvency, reorganization or otherwise or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of Borrower, such Secured Party shall share the Sale Proceeds (after deducting from the Sale Proceeds costs incurred, including reasonable attorneys' fees, in exercising such remedy, effecting such foreclosure or making such distribution) with the other Security Parties pro rata according to the amounts of debt owing under the Loan Documents as of the date immediately prior to the receipt of such Sale Proceeds. A complete accounting of the Sale Proceeds shall be prepared by the Secured Party responsible for obtaining the Sale Proceeds, including a description of the source and amount of each item of Sale Proceeds. Such Secured Party shall deliver a certified copy of such accounting to the other Security Parties immediately after the Sale Proceeds are realized, together with any amounts owing to such party pursuant to this Security Agreement. Each Secured Party waives any right it may have under applicable law to require the other Security Parties to proceed in a particular order against any of the Collateral.

(f) The Secured Party may elect to forego proceeds that it may otherwise be due under this Security Agreement and preserve its rights under the January Note and the February Note either by (i) declining receipt of such proceeds and continuing to hold the Note; (ii) if the Secured Party receives such proceeds, returning such proceeds to the paying party without undue delay such that the original principal amount and the interest accrued to date on the Note remains outstanding; or (iii) converting the January Note and the February Note into shares of the Company's capital stock.

#### 4. Representations, Warranties and Agreements of Borrower.

(a) All information supplied and statements made by Borrower in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine in all material respects.

(b) Except for the security interest granted in this Security Agreement and Permitted Liens, no financing statement covering the Collateral or its proceeds is on file in any public office and there is no lien, security interest or encumbrance in or on the Collateral. As used herein, "Permitted Liens" means liens, security interests, and other encumbrances: (i) in favor of a Secured Party with respect to all of Borrower's assets; provided, however, that no such liens or security interests shall be superior to the liens or security interests of the Secured Parties; (ii) on property acquired or held by Borrower incurred for financing the acquisition of such property, or already existing on property when acquired, if the lien is confined to the property and improvements and the proceeds of such property; (iii) incurred in the extension, renewal or refinancing of the indebtedness secured by liens described in (i) through (ii) above, (iv) for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which Borrower maintains adequate reserves, (v) that are statutory liens securing claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like persons imposed without action of such parties, and (vi) not described above that arise in the ordinary course of Borrower's business and not having or not reasonably likely to have a material adverse effect on Borrower's business or use of the Collateral or the priority or value of Secured Party's security interest in the Collateral. Notwithstanding the foregoing, Borrower shall not permit a security interest in any internally developed Collateral other than as may be required by effect of law.

(c) The location where Borrower maintains its principal office is 200 Perry Parkway, Suite 1A, Gaithersburg, Maryland 20877.

(d) The Collateral shall remain in Borrower's possession or control at all times at Borrower's risk of loss and be kept at the address shown in Section 4.(c) above, where Secured Party may

inspect it at any reasonable time upon reasonable prior notice, except for its temporary removal in connection with its ordinary use or unless Borrower notifies Secured Party in writing and Secured Party consents in writing in advance of its removal to another location, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) Until an Event of Default, Borrower may use the Collateral in any lawful manner not inconsistent with this Security Agreement or with the terms or conditions of any policy of insurance thereon and except for accounts and contract rights may also sell the Collateral in the ordinary course of business in an arms length transaction. Secured Party's security interest shall attach to all proceeds of sales and other dispositions of the Collateral. Borrower will promptly notify Secured Party in writing of any change in the location of its chief executive office as set forth in Section 5.(c) of this Security Agreement.

(f) Borrower will promptly notify Secured Party in writing of any change in the location of its chief executive office as set forth in Section 4.(c) of this Security Agreement.

(g) Borrower shall pay prior to delinquency all material taxes, charges, liens and assessments against the Collateral except those Borrower is contesting in good faith and for which adequate accruals have been made, and upon Borrower's failure to do so after ten days' prior written notice, Secured Party at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the Indebtedness secured by this Security Agreement and shall be paid to Secured Party by Borrower immediately and without demand, with interest thereon at the rate set forth in Section 2.(c) hereof.

(h) Borrower will have and maintain insurance at all times at its own costs with respect to all Collateral against risks of fire, theft and such other risks as Secured Party may reasonably require, including extended coverage, and in the case of motor vehicles, including collision coverage. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten days' written minimum cancellation notice to Secured Party. Borrower shall furnish Secured Party evidence of compliance with the foregoing insurance provisions. Following an Event of Default, Secured Party may act as attorneys for Borrower in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts drawn by insurers of the Collateral. Secured Party may apply any proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

(i) Borrower shall, at its own expense, do, make, procure, execute and deliver all acts, things, writings and assurances as Secured Party may at any time reasonably request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Security Agreement.

(j) Except in the ordinary course of business, Borrower shall not sell, lend, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement or in writing by Secured Party, and Borrower shall keep the Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than that of Secured Party.

(k) Borrower shall sign and execute alone or with Secured Party any financing statement or other document or procure any document and pay all connected costs reasonably incurred, necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.

(l) Borrower shall at all times keep the proceeds of the Collateral separate and distinct from other property of Borrower and shall keep accurate and complete records of the Collateral and its proceeds.

(m) Borrower is the owner of the Collateral free of all liens, claims and encumbrances, except as created by this Security Agreement. Borrower's believes the intellectual property rights owned by the Borrower as of the date of this Agreement and listed in Exhibit A have a market value of approximately \$ 40 million USD. No claim with respect to the Collateral have been raised up to now and the Borrower is not aware of any circumstances that may constitute reasons to challenge the Borrower's ownership or encumber the Collateral or its use.

5. **Events of Default.** Borrower shall be in default under this Security Agreement upon the happening of any condition or event set forth below (each, an "Event of Default"):

(a) Default by Borrower in punctual performance of any of obligations, covenants, terms or provisions contained or referred to in this Security Agreement, including, but not limited to the provisions in the Loan Documents, if such default shall continue unremedied for a period of forty five (45) days following written notice of default by Secured Party to Borrower.

(b) Any warranty, representation or statement contained in this Security Agreement or the Notes proves to have been false when made or furnished.

(c) Borrower does not issue and deliver any of the Notes or certificates pursuant to the Loan Documents properly and without undue delay unless otherwise specified in the Loan Documents.

(d) Any "Event of Default" as defined in the Note.

6. **Secured Party' Rights and Remedies.**

(a) Rights Exclusive of Default.

(i) Secured Party may enter Borrower's premises at any reasonable time without interruption of Borrower's business and without any breach of the peace to inspect the Collateral and Borrower's books and records pertaining to the Collateral, and Borrower shall assist Secured Party in making any such inspection.

(ii) Secured Party may execute, sign, endorse, transfer or deliver in the name of Borrower, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of title or any other documents, necessary to evidence, perfect or upon an Event of Default realize upon the security interest and obligations created by this Security Agreement.

(iii) At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for the insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Secured Party on demand for any payment made, or expense incurred by Secured Party pursuant to the foregoing authorization, plus interest thereon at the rate set forth in Section 2.(c) hereof.

(b) Rights in Event of Default. In addition to any other rights which Secured Party may have at law, hereunder or under the Note, upon the occurrence and during the continuance of an Event of Default hereunder, Secured Party may:

(i) Declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of a "secured party" as defined under Section § 9-101 (Title 9) - Secured Transactions of the Annotated Code of Maryland, as in effect on the date hereof, including, without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose Secured Party may enter any premises on which the Collateral or any part thereof may be situated and remove the same therefrom, so long as the same may be accomplished without a breach of the peace. Secured Party may require Borrower to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to the parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is given to Borrower at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable fees and expenses (including, but not limited to, reasonable fees and expenses of legal counsel), and Borrower agrees to pay such expenses, plus interest thereon at the rate set forth in Section 2(c) hereof. Borrower shall remain liable for any deficiency hereunder or under the Note;

(ii) Notify the account of debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness remitted by Borrower to the Secured Party as proceeds to pay Secured Party directly;

(iii) Demand, sue for, collect or make any compromise or settlement with reference to the Collateral as Secured Party, in its sole discretion, may choose; and

(iv) Remedy any default and may waive any default without waiving or being deemed to have waived any other prior or subsequent default.

7. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and sent to Borrower, Secured Party and other Secured Parties at the address set forth below (which may be changed in accordance with these notice procedures) by telegram, facsimile, same-day courier or overnight courier, and shall be deemed to have been duly made and delivered (i) upon receipt, when delivered by hand, same-day courier or by electronic facsimile transmission, or (ii) within one day of delivery to an overnight courier:

If to OSV:

OSV Global Strategy Fund, Ltd.  
c/o OSV Partners  
3 Parkland Drive  
Darien, CT 06820  
Telephone: 203-202-9169



Facsimile: 203-202-9236

If to other Secured Parties, at the address for each Secured Party as set forth on Schedule I.

If to Borrower:

VIRxSYS Corporation  
200 Perry Parkway, Suite 1A  
Gaithersburg, Maryland 20877  
Attn: Riku Rautsola  
Facsimile:  
Telephone:

(b) Any payments must be made and any documents, information, notes, certificates etc. must be provided without undue delay unless otherwise specified.

(c) Construction. “Secured Party” and “Borrower”, as used in this instrument, include the administrators, successors, representatives, receivers, trustees and assigns of any such party.

(d) Headings. The headings appearing in this instrument have been inserted for convenience of reference only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this instrument. Terms used in this instrument which are defined in Section § 9-101 (Title 9) - Secured Transactions of the Annotated Code of Maryland, as in effect on the date hereof are used with the meanings as therein defined.

(e) Governing Law. The law governing this secured transaction shall be that of the State of Maryland in force at the date of this instrument, without reference to conflict of laws principals.

(f) Further Assurances. All property acquired or developed by Borrower after the date hereof, which by the terms hereof is required or intended to be subjected to the lien of this Security Agreement, shall, immediately upon the acquisition or developed thereof and without further mortgage, conveyance or assignment, become subject to the lien of this Security Agreement as fully as though now owned by Borrower and specifically described herein and will therefore become a Collateral. Nevertheless, Borrower will do all such further acts and execute, acknowledge and deliver all such further conveyances, mortgages, financing statements and assurances as Secured Party shall reasonably require for accomplishing the purposes of this Security Agreement. The Borrower is obliged to inform the Secured Party immediately about such new collateral in writing in detail.

(g) Rights Cumulative; No Waiver. The rights and remedies of Secured Party hereunder are cumulative, and the exercise (or waiver) of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other rights and remedies of Secured Party. No delay on the part of Secured Party in the exercise of any power or right under this Security Agreement or under any other instrument executed pursuant hereto shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

(h) Successors and Assigns. The rights and obligations of Secured Party and Borrower hereunder may not be transferred or assigned by either party without the prior written consent of the other, except Secured Party may transfer or assign their rights and obligations under this Security Agreement to any of its affiliated funds, affiliates, partners or limited partners. Any assignee of Borrower

or Secured Party shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. All of the stipulations, promises and agreements in this Security Agreement made by or on behalf of Borrower shall bind the successors and permitted assigns of Borrower, whether so expressed or not, and inure to the benefit of the successors and permitted assigns of Borrower and Secured Party. The Note and this Security Agreement and the provisions, rights and obligations thereof, may be amended, waived or modified only by a document signed by Borrower and Secured Party.

(i) Severability. In the event any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its authorized officer  
first above written.

VIRXSYS CORPORATION

By: [Signature]  
Printed Name: David L. Clark  
Title: VP Sales

ACCEPTED AND AGREED TO  
EFFECTIVE March 23, 2001

PURCHASER:

R. Patrick Miale / Victoria E. Miale

By: [Signature]  
Name: R. Patrick Miale  
Title: Self

Address: 24 Dockside Lane  
Key Largo, FL 33037

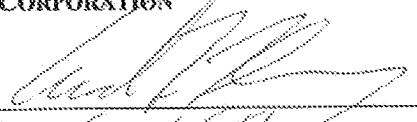
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Taxpayer ID/EIN: 261-66-0877  
Email: \_\_\_\_\_

ACCEPTANCE PAGE  
VIRXSYS CORPORATION SECURED CONVERTIBLE PROMISSORY NOTE

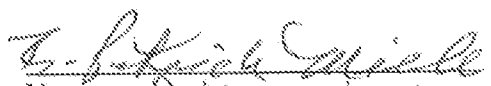
IN WITNESS WHEREOF, the undersigned parties have executed this Security Agreement on and as of the Effective Date.

**BORROWER:**

**VIRXSYS CORPORATION**

By:   
Name: Robert P. Hardy  
Title: President

**SECURED PARTY:**

R. Patrick Miele / Victoria E. Miele  
By:   
Name: R. Patrick Miele  
Title: Self

**VIRXSYS CORPORATION  
SIGNATURE PAGE TO SECURITY AND INTERCREDITOR AGREEMENT**

SCHEDULE I

Name	Address	Principal Amount	Date
R. Patrick & Victoria Miele	24 Dockside Lane Key Largo, FL 33037	\$1,000,000.	3/23/09

**EXHIBIT A**  
**VIRxSYS Corporation Patent Portfolio<sup>1</sup>**

**Issued U.S. Patents**

<b>Issue Date</b>	<b>Patent Number</b>	<b>Title</b>
March 1999	5,885,806	Methods To Prepare Conditionally Replicating Viral Vectors
March 1999	5,888,767	Method Of Using Conditionally Replicating Viral Vectors To Express A Gene
September 2000	6,114,141	Methods To Express Genes From Viral Vectors
January 2001	6,168,953	Genetic Antiviral Agents And Methods For Their Use
March 2001	6,207,426	Conditionally Replicating Viral Vectors And Their Use
May 2001	6,232,120	Methods To Inhibit Replication Of Infective Virus
June 2002	6,410,257	Methods To Determine The Function Of A Gene Using Conditionally Replicating Viral Vectors
December 2002	6,498,033	HIV-Based Vectors That Express Any Heterologous Genetic Payload From The HIV-LTR Promoter
September 2003	6,627,442	Methods For Stable Transduction Of Cells With HIV-Derived Viral Vectors
December 2004	6,835,568	Regulated Nucleic Acid And Expression System
January 2000	6,013,487	Chimeric RNA Molecules Generated By Trans-Splicing
July 2000	6,083,702	Methods And Compositions For Use In Spliceosome Mediated RNA Trans-Splicing
August 2001	6,280,978	Methods And Compositions For Use In Spliceosome Mediated RNA Trans-Splicing
August 2006	7,094,399	Use Of Spliceosome Mediated RNA Trans-Splicing To Confer Cell Selective Replication To Adenoviruses
July 15, 2008	7,399,753	Trans-Splicing Mediated Photodynamic Therapy

<sup>1</sup> Collateral, as defined in this Security Agreement includes pending and granted corresponding foreign applications which are not listed above.

## U.S. Pending Patent Applications

Filing Date	Publication Number	Title
May 2004	US20040202999	Viral Vectors And Host Cells And Methods Of Making And Using Them
December 2002	US20040224404	Conditionally Replicating Viral Vectors And Their Use
September 2003	US20040062756	Methods For A Stable Transduction Of Cells With Viral Vectors
July 2003	US20040203017	High-Throughput Methods For Identifying Gene Function Using Lentiviral Vectors
September 2000	WO02/24897	Conditionally replicating vectors and methods for their production and use
December 2004	US20060121579	Regulated Nucleic Acid Expression System
May 2004	US20050123514	Increased Transduction Using ABC Transporter Substrates And/Or Inhibitors
May 2004	US20050257277	Regulation Of Transcription With Cis-Acting Ribozyme
August 2006	US20060281128	Trans-Complementing, Replication Deficient Lentiviral Vectors And Methods For Making And Using Them
May 2006	WO06/127585	Transduction of primary cells
June 2005	US20060003452	Vector Packaging Cell Line
June 2006	US20070036783	Antibody Complexes
July 2004	US20060154257	Screening Method For Identification Of Efficient Pre-Trans-Splicing Molecules
January 2005	US20060234247	Correction Of Alpha-1-Antitrypsin Genetic Defects Using Spliceosome Mediated RNA Trans-Splicing
January 2005	US20060177933	Expression Of Apoa-1 And Variants Thereof Using Spliceosome Mediated RNA Trans-Splicing
May 2005	US20060194317	Expression Of Apoa-1 And Variants Thereof Using Spliceosome Mediated RNA Trans-Splicing
July 2005	US20060094110	Use Of Spliceosome Mediated RNA Trans-Splicing For Immunotherapy
August 2005	US20060134658	Use Of RNA Trans-Splicing For Generation Of Interfering RNA Molecules
October 2005	US20060160182	Use Of RNA Trans-Splicing For Antibody Gene Transfer And Antibody Polypeptide Production

October 2005	US20060172381	Targeted Trans-Splicing Of Highly Abundant Transcripts For In-Vivo Production Of Recombinant Proteins
October 2005	US20060246422	Methods And Compositions For Use In Spliceosome Mediated RNA Trans-Splicing

**VIRxSYS Corporation Trademark Portfolio**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Status</b>
DELIVERING THE PROMISE OF GENETIC MEDICINE	77/077,125	Jan. 5, 2007	3,521,275	Registered
SMaRT	76/476,554			Allowed
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

**VIRxSYS Corporation Trade Names and Domains**

VIRxSYS  
[www.virxsys.com](http://www.virxsys.com)  
[www.intron.com](http://www.intron.com)

**Other Intellectual Property**

In addition to the specific items listed above, Collateral as defined by this Security Agreement includes all other intellectual property whether existing now or hereafter developed or acquired.