

**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
Protein Sciences Corporation		05/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	310, LLC		
Street Address:	2273 Research Boulevard		
Internal Address:	Suite 400		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77568078	PANBLOK	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Monica Riva Talley		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	09735.0078		
NAME OF SUBMITTER:	Monica Riva Talley		
Signature:	/monica riva talley/		
Date:	05/08/2009		

OP \$40.00 77568078

**Total Attachments: 10**

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# Delaware

PAGE 1

*The First State*

## CERTIFICATE

SEARCHED DECEMBER 16, 2008, AT 10:43 A.M.  
FOR DEBTOR "PROTEIN SCIENCES CORPORATION"

1 OF 1 FINANCING STATEMENT 80973543  
EXPIRATION DATE: MARCH 19, 2013  
DEBTOR: PROTEIN SCIENCES CORPORATION  
1000 RESEARCH PARKWAY ADDED 03-19-08  
MERIDEN CT 06450  
SECURED: 310, LLC  
185 ASYLUM ST., CITYPLACE II ADDED 03-19-08  
HARFORD CT 06103  
F I L I N G H I S T O R Y  
80973543 FILED 03-19-08 AT 1:39 P.M. FINANCING STATEMENT  
81854122 FILED 05-30-08 AT 2:49 P.M. AMENDMENT  
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, LAPSED FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER 3, 2008 AT 11:59 P.M.



20084165716UCXL

081198603

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 7027252

DATE: 12-16-08

TRADEMARK  
REEL: 003984 FRAME: 0534

SRV: 080334166

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
Protein Sciences Corporation				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS			CITY	STATE   POSTAL CODE   COUNTRY
1000 Research Parkway			Meriden	CT   06450
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATION ID #, if any
		corporation	Delaware	2008700 <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE   POSTAL CODE   COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATION ID #, if any
				<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)** - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
310, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS			CITY	STATE   POSTAL CODE   COUNTRY
c/o Thelen Reid Brown Raysman & Steiner LLP, 185 Asylum St., Cityplace II			Hartford	CT   06103

4. This FINANCING STATEMENT covers the following collateral:  
 See attached.

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  A.G. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Address  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2 [ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA  
 FILED WITH DELAWARE SECRETARY OF STATE DC0397134

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

All of Debtor's right, title and interest in and to all of Debtor's:

(1) accounts as that term is defined in Section 9-102(a)(2) of the Uniform Commercial Code as in effect from time-to-time in the State of Delaware (the "UCC") now owned or hereafter received or acquired by or belonging or owing to Debtor, and all collateral security and guaranties of any kind given by any individual, corporation, partnership, trust, association, joint venture, limited liability company, limited liability partnership or government or any agency or subdivision thereof with respect to the foregoing;

(2) equipment, as that term is defined in Section 9-102(a)(33) of the UCC, now or hereafter owned or acquired by Debtor;

(3) contracts, undertakings, franchise agreements or other agreements related to the generation of revenue by Debtor as a result of its business or operations, other than rights evidenced by Chattel Paper, Documents, or Instruments, as those terms are defined herein, in or under which Debtor may now or hereafter have any right, title, or interest;

(4) chattel paper (the "Chattel Paper"), as that term is defined in Section 9-102(a)(11) of the UCC, now owned or hereafter acquired by Debtor and which relates to the generation of revenue by Debtor as a result of its business or operations;

(5) documents (the "Documents"), as that term is defined in Section 9-102(a)(30) of the UCC, now owned or hereafter acquired by Debtor and which relates to the generation of revenue by Debtor as a result of its business or operations; and

(6) instruments (the "Instruments"), as that term is defined in Section 9-102(a)(47) of the UCC, now owned or hereafter acquired by Debtor and which relates to the generation of revenue by Debtor as a result of its business or operations.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
 UCC DIVISION 9499559585  
 B. SEND ACKNOWLEDGMENT TO: (Name and Address)  
 CHARLES BACLET AND ASSOCIATES, INC.  
 2030 MAIN STREET  
 SUITE 1030  
 IRVING CA 92614

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 02:49 PM 05/30/2008  
 INITIAL FILING # 2008 0973543  
 AMENDMENT # 2008 1854122  
 SRV: 080639242

1a. INITIAL FINANCING STATEMENT FILE # 2008 0973543  
 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 5.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 DELETE name: Give record name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:  
 6a. ORGANIZATION'S NAME  
 OR  
 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:  
 7a. ORGANIZATION'S NAME  
 OR  
 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 7a. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.  
**All Rights, title and interest of the Debtor in and to all of Debtor's tangible and intangible assets now owned or hereafter acquired by the Debtor.**

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT  
 310, LLC  
 10. OPTIONAL FILER REFERENCE DATA  
 77646

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT ("Agreement") is made as of May 30, 2008, by and between PROTEIN SCIENCES CORPORATION, a Delaware corporation ("Borrower"), and 310, LLC, a Delaware limited liability company ("Lender").

RECITALS

A. In accordance with Section 2(b) of the Loan and Security Agreement, dated March 19, 2008, by and between Lender and Borrower (the "Loan Agreement"), Borrower hereby grants to Lender a security interest in the intellectual property assets listed in each of Exhibit A and Exhibit B attached hereto.

B. The parties are entering into this Agreement to confirm and record the security interest with the U.S. Patent and Trademark Office and any other appropriate governmental office or entity.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**1. Grant of Security Interest.** Subject to the terms and conditions of the Loan Agreement and as security for the timely payment and performance of any and all indebtedness of Borrower to Lender under the Loan Agreement, Borrower hereby grants to Lender a security in all of the following in which Borrower now holds and hereafter acquires any interest:

(a) all patents and patent applications in any and all countries, including all divisions, continuations, continuations-in-part, reissues, reexaminations, extensions, supplemental patent protection, and renewals thereof and all rights of priority resulting from the filing of said patent applications (granted or pending and any divisionals, continuations, continuations-in-part or applications arising from them) owned or controlled by Borrower as of the date hereof, including but not limited to those patents specifically identified on Exhibit A attached hereto; and

(b) all trademarks and service marks (collectively the "Marks"), including all common law rights, and any domestic and international Mark registrations and applications, along with the goodwill of the business symbolized by the Marks, owned or controlled by Borrower as of the date hereof, including but not limited to those Marks specifically identified on Exhibit B attached hereto.

**2. Further Assurances.** Borrower will execute any additional documents and take any actions requested by Lender to record this security interest with the U.S. Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country.

**3. General Provisions.**

(a) Binding Effect. This Agreement shall be binding upon Borrower, its permitted successors, representatives and assigns, and shall inure to the benefit of Lender and its successors, representatives and assigns; provided however that Borrower may not assign or transfer Borrower's obligations under this Agreement without Lender's prior written consent.

(b) Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under contract or applicable law.

(c) Unenforceable Provisions. If one or more provisions of this Agreement are held to be unenforceable under applicable law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(d) Governing Law/Waiver of Notice. Except as may be otherwise provided by the Uniform Commercial Code as in effect from time-to-time in the State of Delaware or in any addendum hereto, this Agreement shall be governed by and construed in accordance with the laws of the State of New York. To the fullest extent permitted by law, Borrower hereby waives presentment, demand, protest, notice of dishonor and all other notices and demands, as well as any applicable statute of limitations.

(e) Jurisdiction and Venue. The state courts of the State of New York and the United States District Court for the Southern District of New York shall have jurisdiction and exclusive venue for any litigation arising out of this Agreement, unless Lender consents in writing otherwise.

(f) Entire Agreement. This Agreement and the Loan Agreement are intended by Borrower and Lender as the final expression of Borrower's obligations to Lender with respect to the subject matter hereof and supersede all prior understandings or agreements concerning the subject matter hereof. This Agreement may be amended only by a writing signed by Borrower and accepted by Lender in writing.

[signature page follows]

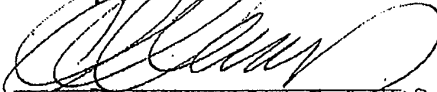


IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date of the preamble.

BORROWER:

PROTEIN SCIENCES CORPORATION,  
a Delaware corporation

By:

  
Name: Daniel D. Adams  
Title: President & CEO

LENDER:

310, LLC  
a Delaware limited liability company

By:

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the date of the preamble.

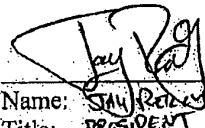
**BORROWER:**

**PROTEIN SCIENCES CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:**

**310, LLC**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: **JAY R. [unclear]**  
Title: **PRESIDENT**

Patents

No.	Subject Matter	Patent Number or Serial Number
1.	Neuraminidase-Supplemented Compositions	6,485,729
2.	Neuraminidase-Supplemented Compositions	6,951,649
3.	Method for Producing Influenza Hemagglutinin Multivalent Vaccines	5,762,939
4.	Method for Producing Influenza Hemagglutinin Multivalent Vaccines	5,858,368
5.	Method for Producing Influenza Hemagglutinin Multivalent Vaccines	6,245,532
6.	Insect Cells or Fractions as Adjuvant for Antigens	6,224,822
7.	Improved Virus Vaccines	5,976,552
8.	Spodoptera Frugiperda Single Cell Suspension Cell Line in Serum-Free Media, Methods of Producing and Using	6,103,526
9.	Apparatus and Methods of Producing and Using High Density Cells and Products Therefrom	09/484,886
10.	Apparatus and Methods of Producing and Using High Density Cells and Products Therefrom	11/097,994

Exhibit B  
(to Security Agreement)

Marks

Trademarks

1. FluBlok®
2. expressSF®+
3. Baculokit®

Service Marks

GeneXpress®