

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 11, 2009 by and between SILICON VALLEY BANK ("Bank") and APIERON, INC., a Delaware corporation, formerly known as Aperon Biosystems Corp. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of December 22, 2008 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank and Borrower are entering into a First Amendment and Default Waiver to Loan and Security Agreement dated as of the date hereof. Grantor wishes to grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

155 Jefferson Drive
Menlo Park, CA 94025

Attn: _____

APIERON, INC.

By: *Andy Meyer*

Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: *John S...*

Title: Relationship Manager

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|--------------------|--------------------------------|------------------------------|
|--------------------|--------------------------------|------------------------------|

EXHIBIT B**PATENTS**

| Description | Patent /Application Number | Issue / Application Date |
|--|---------------------------------------|-------------------------------------|
| Disposable sensor for use in measuring an analyte in a gaseous sample | 7,533,558 | 05/19/09 |
| Trace gas sensor with reduced degradation | 7,278,291 | 10/09/07 |
| Disposable sensor for use in measuring an analyte in a gaseous sample | 7,220,387 | 05/22/07 |
| Reduction of carbon monoxide interference in gaseous analyte detectors | 11/250,958 | 10/14/05 |
| Controlling flow of exhaled breath during analysis | 11/348,943 | 02/06/06 |
| Rapid-response gas sensing element | 11/343,417 | 01/30/06 |
| Rapid responding gas sensing element | 11/053,253 | 02/05/05 |
| Sample conditioning and environmental control techniques for gas sensor | 7,352,465 | 04/01/08 |
| Method for treating airway disorders | 10/659,408 | 09/10/03 |
| Device and system for the quantification of breath gases | 10/334,625 | 12/30/02 |
| Method for treating airway disorders | 10/659,408 | 09/10/03 |
| Method of controlling degradation of trace gas sensors | 11/053,046 | 02/07/05 |
| System and method for controlling the flow of exhaled breath during analysis | 11/053,047 | 02/07/05 |
| Method and apparatus for the measurement of exhaled nitric oxide in humans | 5,795,787 | 08/18/98 |
| Method and apparatus for the measurement of components of exhaled breath in humans | 6,010,459 | 01/04/00 |

EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|--------------------|--|---|
| APERON BIOSYSTEMS | 3,159,780 | 10/17/06 |
| INSIGHT | 77/434,781 | 03/28/08 |

EXHIBIT D

MASK WORKS

| Description | Registration/ Application Number | Registration/ Application Date |
|--------------------|---|---|
|--------------------|---|---|