

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transport Pharmaceuticals, Inc.		10/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	600 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77096177	SOLOVIR	
Serial Number:	78940129	TRANSPORT PHARMACEUTICALS, INC.	
Serial Number:	78943547	SOLOVIR	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642.233005		
NAME OF SUBMITTER:	James M. Hannon/		
Signature:	/James M. Hannon/		

CH \$90.00 77096177

Date:

11/03/2009

Total Attachments: 22

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 30, 2009 (hereinafter, this "IP Security Agreement Assignment"), by TRANSPORT PHARMACEUTICALS, INC. (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION (the "Assignee");

WHEREAS, the Assignor acquired a security interest in the Intellectual Property Collateral, as such term and such security interest are described in that certain IP Security Agreement, dated as of October 30, 2009 and amended from time to time, between Nitric BioTherapeutics, Inc. and the Assignor (the "IP Security Agreement") attached hereto as Exhibit 1; and

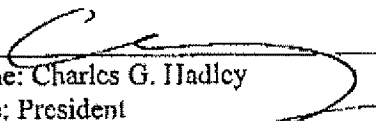
WHEREAS, the Assignor is desirous of assigning and the Assignee is desirous of acquiring said security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does assign and transfer unto the Assignee, and Assignee hereby irrevocably and unconditionally accepts, all of Assignor's rights and obligations under the IP Security Agreement, including the full, exclusive and entire right, title, and interest of Assignor in the Intellectual Property Collateral.

COUNTERPARTS. This IP Security Agreement Assignment 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 when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Security Agreement to be executed by its duly authorized signatory on the date first set forth above.

TRANSPORT PHARMACEUTICALS, INC., as
Assignor

By: 
Name: Charles G. Hadley
Title: President

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Assignee

By: _____
Name:
Title:

**ACKNOWLEDGED AND ACCEPTED BY
NITRIC BIOTHERAPEUTICS, INC.**

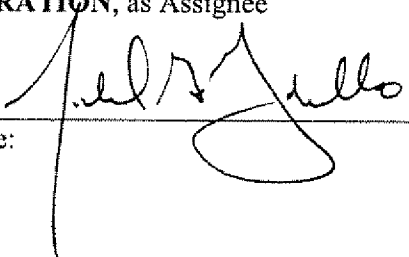
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Security Agreement to be executed by its duly authorized signatory on the date first set forth above.

TRANSPORT PHARMACEUTICALS, INC., as
Assignor

By: _____
Name:
Title:

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Assignee

By:  _____
Name:
Title:

**ACKNOWLEDGED AND ACCEPTED BY
NITRIC BIOTHERAPEUTICS, INC.**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Security Agreement to be executed by its duly authorized signatory on the date first set forth above.

TRANSPORT PHARMACEUTICALS, INC., as Assignor

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Assignee

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED BY NITRIC BIOTHERAPEUTICS, INC.

By: Frank J. McCarty
Name: Frank J. McCarty
Title: President & CEO

Exhibit 1
to
Assignment of Intellectual Property Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 30, 2009, is made by **NITRIC BIOTHERAPEUTICS, INC.**, a Delaware corporation ("**Grantor**"), in favor of **TRANSPORT PHARMACEUTICALS, INC.**, a Delaware corporation, as lender (the "**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 30, 2009 (the "**Purchase Agreement**"), Lender has agreed to sell certain assets to Grantor;

WHEREAS, pursuant to that certain 12.0% Seller Note, dated as of October 30, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note**"), issued by Grantor in favor of Lender in partial payment of the purchase price payable under the Purchase Agreement, Lender has extended credit to Grantor; and

WHEREAS, pursuant to the Note and the Purchase Agreement, 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 Purchase Agreement and the Note in partial payment of the purchase price under the Purchase Agreement, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Note.

(b) "**Bankruptcy Code**" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

(c) "**IP Ancillary Rights**" means, with respect to any Patent, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Patent and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Patent, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

(d) "**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (statutory or otherwise) or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including those created by, arising under or evidenced by any conditional sale or

other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the Uniform Commercial Code or any comparable law) and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under a lease which is not a capital lease.

(e) “**Obligations**” means all indebtedness under the Note and all other indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by Grantor to Lender, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired.

(f) “**Patents**” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent and applications therefor.

(g) “**Permitted Encumbrances**” means the liens and encumbrances in favor of Lender.

(h) “**Requirement of Law**” means, as to any person, any law (statutory or common), ordinance, treaty, rule, regulation, order, policy, other legal requirement or determination of an arbitrator or of a governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject.

(i) “**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York.

Section 2. Grant of Security Interest in Intellectual Property Collateral. 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 referred to on Schedule 1 hereto;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights referred to on Schedule 1 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 trademarks referred to on Schedule 2 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 (c) above;

(e) all of its US Patents and rights under any written agreement granting any right to make, use, sell, offer to sell, or import any inventions embodied in the US Patents referred to on Schedule 3 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 make, use, sell, offer to sell, or import any inventions embodied in the US patent applications referred to on Schedule 4 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 make, use, sell, offer to sell, or import and inventions embodied in the foreign patents and patent applications patents referred to on Schedule 5 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 to the foregoing 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.

In order to perfect or protect Lender's security interest and other rights in the Intellectual Property Collateral, Grantor hereby authorizes Lender to file a patent security agreement, substantially in the form provided by Lender ("**Patent Security Agreement**") and/or a trademark security agreement, substantially in the form provided by Lender ("**Trademark Security Agreement**") with the United States Patent and Trademark Office, a copyright security agreement, substantially in the form provided by Lender ("**Copyright Security Agreement**") and together with the Patent Security Agreement and the Trademark Security Agreement, the "**Intellectual Property Security Agreements**") with the United States Copyright Office, and, if requested by Lender, any similar agreement with any applicable foreign filing office. Without limiting the foregoing, Grantor hereby authorizes Lender to file this Agreement with the United States Patent and Trademark Office and/or the United States Copyright Office. If requested by Grantor, Lender will enter into a non-disturbance agreement with any licensee of such

Intellectual Property on terms and conditions that are reasonable and customary. Grantor hereby authorizes Lender to file financing statements with all appropriate jurisdictions to perfect Lender's security interest granted hereby.

Section 3. Protection of Intellectual Property Collateral. Grantor shall take all necessary actions to: (a) protect, defend and maintain the validity and enforceability of the Intellectual Property Collateral, (b) promptly advise Lender in writing of material infringements of such Intellectual Property Collateral and promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, (c) not allow any such Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without Lender's written consent and (d) notify Lender promptly (but in any event within 3 Business Days) if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated, or if any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Intellectual Property Collateral, its right to register the same, or to keep and maintain the same.

Section 4. Liens. Grantor shall not, and shall not permit any Subsidiary to, create, incur, assume or permit to exist any lien, security interest, claim, encumbrance or other Lien or grant any negative pledges on any Intellectual Property Collateral, except the Lien created by this Agreement and any Permitted Encumbrance.

Section 5. Dispositions. Grantor shall not convey, sell, rent, lease, sublease, mortgage, transfer or otherwise dispose of any of the Intellectual Property Collateral; provided however, that Grantor shall be permitted to license the Intellectual Property Collateral to unaffiliated third parties to the extent any royalties or licensing fees are subject to prepayment pursuant to Section 2(d), 2(e) or 2(f) of the Note. Grantor shall not license the Intellectual Property Collateral to any affiliate without the prior written consent of the Lender.

Section 6. Changes in Name, Executive Office. Grantor shall not: (a) change its name or its state of organization; or (b) without 30 days prior written notification to Lender, relocate its chief executive office.

Section 7. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, maintenance, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 8. Notices. All notices, requests or other communications given in connection with this Agreement shall be in writing, shall be addressed to the parties at their respective addresses set forth below (unless and until a different address may be specified in a written notice to the other party delivered in accordance with this Section):

Grantor:

Nitric BioTherapeutics, Inc.

2 Canal's End Road, Suite 201-A
Bristol, PA 19007
Attn: President
Facsimile: (215) 788-6345

With a copy to:

Michael S. Harrington, Esquire
Fox Rothschild LLP
747 Constitution Drive
Suite 100
Exton, PA 19341
Facsimile: (610) 458-7337

Lender:

Transport Pharmaceuticals, Inc.
c/o Cardinal Partners
1200 Liberty Ridge Drive
Suite 300
Wayne, PA 19087
Attn: Charles G. Hadley

Notices and other communications shall be deemed given (a) on the date of receipt if delivered by hand, (b) on the date of sender's receipt of confirmation of proper transmission if sent by facsimile transmission, (c) on the next Business Day after being sent by a nationally-recognized overnight courier with all charges prepaid or (d) on the fourth Business Day after being sent by first class, registered or certified mail, return receipt requested (as applicable) and proper postage prepaid. As used herein, the term "Business Day" shall mean and include any day other than Saturdays, Sundays or other days on which commercial banks in New York, New York are required or authorized to be closed.

Section 9. Performance. Time is of the essence of this Agreement. This Agreement shall be binding, jointly and severally, upon all parties described as the "Grantor" and their respective successors and assigns and shall inure to the benefit of Lender, its successors and assigns.

Section 10. Assignment. This Agreement may be assigned, in whole or in part, by Lender without notice to Grantor, and Grantor agrees not to assert against any such assignee, or assignee's assigns, any defense, set-off, recoupment claim or counterclaim which Grantor has or may at any time have against Lender for any reason whatsoever. Grantor agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by Lender or assignee.

Section 11. Entire Agreement, Amendments, Waivers. This Agreement (together with the Note) constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior understandings (whether written, verbal or implied) with respect to such subject matter. THIS AGREEMENT SHALL NOT BE AMENDED,

MODIFIED, SUPPLEMENTED, WAIVED OR TERMINATED ORALLY OR BY COURSE OF CONDUCT, BUT ONLY BY A WRITING SIGNED BY BOTH PARTIES. Section headings contained in this Agreement have been included for convenience only and shall not affect the construction or interpretation of this Agreement.

Section 12. Governing Law. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THE LOAN DOCUMENTS AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

Section 13. Counterparts. 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 when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission (including "PDF") shall be as effective as delivery of a manually executed counterpart hereof.

[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:

NITRIC BIOTHERAPEUTICS, INC.

as Grantor

By: Frank J. McCaughey
Name: Frank J. McCaughey
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

TRANSPORT PHARMACEUTICALS INC.

as Lender

By: _____

Name:

Title:

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:

NITRIC BIOTHERAPEUTICS, INC.
as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

TRANSPORT PHARMACEUTICALS INC.
as Lender

By: _____

Name: Charles G. Hadley

Title: President

Acknowledgement of Grantor

Commonwealth
~~STATE OF~~ Pennsylvania)
COUNTY OF Chester) ss

On this 30th day of October 2009 before me personally appeared, Frank J. McCanny proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NITRIC BIOTHERAPEUTICS, 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.

Nadine M. Kozak
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Nadine M. Kozak, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Aug. 11, 2011

Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004090 FRAME: 0172

**Schedule 1
to
Intellectual Property Security Agreement**

None.

**Schedule 2
to
Intellectual Property Security Agreement**

I. U.S. Registered Trademarks

None.

II. U.S. Trademark Applications for Registration

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SOLOVIR	77/096,177	1/31/2007
TRANSPORT PHARMACEUTICALS, INC. (& design)	78/940,129	7/28/2006
SOLOVIR	78/943,547	8/2/2006

III. Common Law Trademarks

BREAKING THE BARRIERS OF DERMAL DELIVERY

BIOPHORETIC THERAPEUTIC SYSTEMS

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 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.
7. 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.

8. US patent 6,792,306 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.
9. 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.
10. US patent 7,016,724 issued March 21, 2006 (divisional of US patent 6,792,306). 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.
11. 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.
12. 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. 11/228,461 filed September 19, 2005 with claims written to the combination of microneedles, iontophoresis and multichannel.
2. Application No. 11/565,335 filed April 24, 2006 has claims written primarily to the releasable cartridge with prongs for the two piece device.
3. 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.
4. 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.
5. 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.
6. 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.
7. Application No. 11/737,466 filed 4/19/2007 with claims written to pharmaceutical formulations for iontophoretic drug delivery (Acyclovir).
8. 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.
9. Application No. 11/737,568 filed 3/6/2008 with claims written to formulations of methotrexate for iontophoretic drug delivery.
10. Application No. 11/762,966 filed 6/14/2007 with claims written to formulations of tetracycline for iontophoretic drug delivery.
11. Application No. 12/056,802 filed 3/27/2008 with claims written to formulations of terbinafine for iontophoretic drug delivery.
12. Application No. 12/139,936 Utility off of 60/944,126 filed June 16, 2008.
13. 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).

14. Application No. 12/139,873 Utility off of 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).
15. Application No. 61/144,590 filed January 14, 2009 with claims written to a system and method for redistribution of medicaments in iontophoretic applications.
16. Application No. 12/104,515 filed April 17, 2008 and titled Current Density Detection and Control System and Method for an Electrokinetic Delivery of Medicaments.
17. Application No. 12/105,764 filed April 18, 2008 and titled Single Use Applicator Cartridge for an Electrokinetic Delivery System and Method for Self Administration of Medicaments
18. Application No. 12/234,071 filed September 19, 2008 and titled Method of Enhancing Iontophoretic Delivery of a Peptide
19. Application No. 61/167,261 filed April 7, 2009.

Schedule 5
to
Intellectual Property Security Agreement

Foreign Patents Issued

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Australian patent 234691 issued November 15, 2007 corresponds to application No. 10/117,346 which is now patent 6,792,306 and PCT/US03/10644.
8. Mexican patent 009827 issued December 7, 2007 corresponds to application No. 10/117,346 which is now US patent 6,792,306 and PCT/US03/10644.
9. European patent EP1390099 issued March 19, 2008 corresponds to application No. 09/523,217 which is now US patent 6,553,253 and PCT/US01/13431.
10. Japanese patent JP4199457 issued December 17, 2008 corresponds to PCT/US01/16069 and US6,477,410.
11. Chinese (Hong Kong) patent 1062414 corresponds to US6,553,253.
12. Japanese patent JP4221305 allowed October 30, 2008 corresponds to PCT/US03/10644 and US6792306 (-410 and -253 patents)

Foreign Filings

1. **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.

2. **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.
3. **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.
4. **PCT/US07/66965** International Filing Date April 19, 2007 Based on 11/737,466 (priority date April 20, 2006).
5. **PCT/US07/66989** International Filing Date April 19, 2007 Based on 11/737,568 (priority date April 20, 2006).
6. **PCT/US07/71194** International Filing Date June 14, 2007 Based on 11/762,966 (priority date of June 16, 2006).
7. **PCT/US07/21226** International Filing Date October 3, 2007 Based on 11/538,249 (priority date of Oct 3, 2006).
8. **PCT/US08/57805** International Filing Date March 21 ,2008 Based on 12/052,952 (priority date of March 22, 2007).
9. **PCT/US08/58427** International Filing Date June 14, 2008 Based on 12/056,802 (priority date of March 30, 2007).
10. **PCT/US08/60798** International Filing Date (prior to April 20, 2008) Based on 60/913,151 (priority date of April 20, 2007).
11. **PCT/US08/60585** International Filing Date (prior to April 17, 2008) Based on 60/912,261 (priority date of April 17, 2007).
12. **PCT/US08/67107** International Filing Date (June 16, 2008) Based on 60/944,126 (priority date of June 16, 2007).
13. **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).
14. **PCT/US08/67102** International Filing Date (June 16, 2008) Based on 60/944,134 (June 15, 2007). 61/033,608 (March 4, 2008).