

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HistoRx, Inc.		03/11/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Connecticut Innovations, Incorporated		
<b>Street Address:</b>	200 Corporate Place, 3rd Floor		
<b>Internal Address:</b>	Attn: Peter Longo		
<b>City:</b>	Rocky Hill		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06067		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3089550	AQUA	
<b>Registration Number:</b>	3040733	HISTORX	
<b>Registration Number:</b>	3027894	HISTORX	
<b>Registration Number:</b>	3581646	HISTORX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)786-8307		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2037868313		
<b>Email:</b>	glallier@uks.com, dbucin@uks.com		
<b>Correspondent Name:</b>	Gregg J. Lallier		
<b>Address Line 1:</b>	265 Church Street, 10th Floor		
<b>Address Line 2:</b>	Updike, Kelly & Spellacy, P.C.		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06510		
<b>NAME OF SUBMITTER:</b>	Dana R. Bucin		

**OP \$115.00 3089550**

**900156984**

**TRADEMARK  
 REEL: 004166 FRAME: 0670**

Signature:	/Dana R. Bucin/
Date:	03/12/2010
<p>Total Attachments: 21</p> <p>source=HistoRx Security Agreement#page1.tif source=HistoRx Security Agreement#page2.tif source=HistoRx Security Agreement#page3.tif source=HistoRx Security Agreement#page4.tif source=HistoRx Security Agreement#page5.tif source=HistoRx Security Agreement#page6.tif source=HistoRx Security Agreement#page7.tif source=HistoRx Security Agreement#page8.tif source=HistoRx Security Agreement#page9.tif source=HistoRx Security Agreement#page10.tif source=HistoRx Security Agreement#page11.tif source=HistoRx Security Agreement#page12.tif source=HistoRx Security Agreement#page13.tif source=HistoRx Security Agreement#page14.tif source=HistoRx Security Agreement#page15.tif source=HistoRx Security Agreement#page16.tif source=HistoRx Security Agreement#page17.tif source=HistoRx Security Agreement#page18.tif source=HistoRx Security Agreement#page19.tif source=HistoRx Security Agreement#page20.tif source=HistoRx Security Agreement#page21.tif</p>	

## SECURITY AGREEMENT

This **SECURITY AGREEMENT** is made as of March 11, 2010, by and between **CONNECTICUT INNOVATIONS, INCORPORATED**, with its head office located at 200 Corporate Place, 3<sup>rd</sup> Floor, Rocky Hill, Connecticut 06067 (the “**Secured Party**”) and **HISTORX, INC.**, a Delaware corporation, with its chief executive office located at 300 George Street, New Haven, CT 06511 (the “**Debtor**”).

### RECITALS

**WHEREAS**, pursuant to the provisions of a certain Loan Agreement dated as of the date hereof between the Debtor and the Secured Party (as amended and in effect from time to time the “**Loan Agreement**”), the Secured Party has agreed to make loans and advances and otherwise extend credit to Debtor; and

**WHEREAS**, it is a condition precedent to the obligation of the Secured Party to make loans, advances and other extensions of credit to the Debtor under the Loan Agreement that the Debtor shall have executed and delivered this Security Agreement to the Secured Party;

**NOW, THEREFORE**, in consideration of the premises and to induce the Secured Party to continue to make loans, advances and other extensions of credit under the Loan Agreement, the Debtor hereby agrees as follows:

**1. Defined Terms.**

(a) Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined.

(b) The following terms which are defined in the Code are used herein as so defined: Accessions, Accounts, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Consignments, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Health-Care-Insurance Receivables, Instruments, Inventory, Investment Property, Letter-of-Credit Rights, Letters of Credit, Payment Intangibles, Proceeds, Promissory Notes and Supporting Obligations.

(c) Unless otherwise specifically defined herein, all terms shall have the meanings set forth in the Code.

(d) The following terms shall have the following meanings:

“**Article 9**” means Article 9 of the Code.

“**Code**” means the Uniform Commercial Code as from time to time in effect in the State of Connecticut, including, specifically, Article 9.

“**Collateral**” means: (i) until an IP Release Event, all property of the Debtor listed and described on **Schedule A** attached hereto, and any and all accessions and additions thereto, and any and all replacements and proceeds (including proceeds of insurance policies payable by reason of loss or damage to the foregoing) (the “**IP Collateral**”); and (ii) all property of the Debtor listed and described on **Schedule B** attached hereto, and any and all accessions and additions thereto, and any and all replacements and proceeds (including proceeds of insurance policies payable by reason of loss or damage to the foregoing).

“**Contracts**” means the separate contracts between the Debtor and third parties (including without limitation its customers), as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder.

“**Intellectual Property**” means all know-how, technology, inventions, developments, trade secrets, computer programs (including the source and object code thereto), customer lists, trade names, trade name rights, trademarks and service marks (and the goodwill associated therewith), trademark and service mark rights, trademark and service mark registrations and registration applications, patents, patent rights, patent applications, copyrights and copyright registrations and registration applications, all licenses in connection with any of the foregoing, all reissues, divisions, continuations, extensions, renewals and continuations-in-part of any of the foregoing and all rights in connection therewith including all claims against third parties for past, present or future infringement of any of the foregoing; all licenses, permits and agreements of any kind or nature pursuant to which the Debtor possesses, uses or has authority to possess or use intangible property of others, or others possess, use or have authority to possess or use intangible property of the Debtor; and all recorded data of any kind or nature regardless of the medium of recording, including without limitation all software, code, writings, plans, specifications and schematics, whether now owned or hereafter acquired or arising.

“**IP Release Event**” means the earlier to occur of (a) a Qualified Financing, and (b) the Debtor generating \$7,000,000 or more of revenue (according to GAAP) for any fiscal year of the Debtor, as evidenced by audited financial statements for such fiscal year delivered to the Secured Party.

“**Leased Premises**” means that those certain premises located at 300 George Street, New Haven, Connecticut.

“**Security Agreement**” means this Security Agreement, as amended, supplemented, restated or otherwise modified from time to time.

“**Vehicles**” means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

**2. Grant of Security Interest.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all Collateral.

**3. Rights of Secured Party; Limitations on Secured Party's Obligations.**

(a) Anything herein to the contrary notwithstanding, the Debtor shall remain liable under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract. The Secured Party shall not have any obligation or liability under any Contract by reason of or arising out of this Security Agreement or the receipt by the Secured Party of any payment relating to such Contract pursuant hereto, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) The Secured Party may at any time and from time to time, at its expense, file financing statements, continuation statements and amendments thereto that describe the Collateral, or words of similar effect and that contain any other information required by the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including without limitation whether the Debtor is an organization, the type of organization and any tax and/or organization identification number issued to the Debtor. Debtor agrees to furnish any such information to the Secured Party promptly upon written request. Debtor specifically authorizes the Secured Party to file such financing statements, continuations or amendments without the signature of the Debtor, and any such financing statements, continuation statements or amendments may be signed, if so required, by the Secured Party on behalf of the Debtor, and may be filed at any time in any jurisdiction as necessary.

(c) Upon the occurrence of an Event of Default, the Debtor shall at any time and from time to time, at Debtor's expense, take such steps as the Secured Party may reasonably request for the Secured Party (i) to obtain an acknowledgment, in form and substance satisfactory to the Secured Party, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for the Secured Party, (ii) to obtain "control" of any Investment Property, Deposit Accounts, Letter-Of-Credit Rights or electronic Chattel Paper (as such terms are defined in the Code), with any agreements establishing control to be in form and substance satisfactory to the Secured Party, (iii) to obtain possession of all or any portion of the Collateral in order to perfect its security interest therein in addition to the filing of a financing statement and (iv) otherwise to ensure the continued perfection and priority of the Secured Party's security interest in any of the Collateral and of the preservation of its rights therein.

(d) Until the occurrence of an Event of Default, the Debtor shall use commercially reasonable efforts to collect all Accounts and may, in good faith, reasonably settle or compromise any thereof. At any time after the occurrence of an Event of Default, upon the request of the Secured Party, the Debtor shall deposit with the Secured Party the proceeds of the collections of the Accounts in the form received with, if the proceeds are represented by negotiable instruments, the Debtor's full unqualified endorsement. At any time after the occurrence of an Event of Default, the Secured Party may notify the Debtor's Account debtors of the Secured Party's security interest, and upon the written request of the Secured Party, the Debtor shall immediately notify such Account debtors of the Secured Party's interest in any Accounts in such manner and form as the Secured Party may designate and shall direct the Account debtors to pay such amounts directly to the Secured Party. In addition, the Secured Party may itself at any time so notify the Account debtors upon written notice to the Debtor. At its option, upon the occurrence of an Event of Default, the Secured Party may collect, bring suit, compromise or otherwise deal with any Account with respect to which such notice is so given.

(e) Notwithstanding anything else in this Agreement to the contrary, the Secured Party hereby consents to the out-licensing by Debtor of any or all of the IP Collateral in the ordinary course of the Debtor's business and the Secured Party shall not exercise any rights under Secured Party's security interest in the IP Collateral which would adversely affect a licensee's rights under any such license. For the purposes of the foregoing sentence, the "ordinary course of the Debtor's business" shall be deemed to include, without limitation, non-exclusive licenses to the Debtor's AQUA technology platform independently or in conjunction with exclusive or non-exclusive licenses to assays, biomarkers, targets, reagents and other so-called content, which non-exclusive licenses do not materially restrict the Debtor's ability to develop, sell, or otherwise exploit the AQUA technology platform subject to such non-exclusive licenses.

**4. Representations and Warranties.** The Debtor hereby represents and warrants that:

(a) Loan Agreement Representations and Warranties. All representations and warranties of Debtor set forth in the Loan Agreement are true and accurate as of the date hereof.

(b) Perfected Liens. Liens granted pursuant to this Security Agreement constitute perfected Liens on the Collateral (not constituting real property) in favor of the Secured Party, which are prior to all other Liens on the Collateral created by the Debtor and in existence on the date hereof, except for Permitted Liens under the Loan Agreement, and which are enforceable as such against all creditors of and purchasers from the Debtor and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property.

(c) Contracts. No consent of any party (other than the Debtor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement, other than the consent of Yale University in connection with the security interest in the IP Collateral. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery,

performance, validity or enforceability of any of the Contracts constituting any Collateral by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature.

(d) Chief Executive Office. The Debtor's chief executive office and chief place of business is located at 300 George Street, New Haven, CT 06511, and the jurisdiction of incorporation or organization of the Debtor is the State of Delaware.

**5. Covenants.** The Debtor covenants and agrees with the Secured Party that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Maintenance of Collateral. The Debtor shall maintain each item of Collateral in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and shall provide all maintenance, service and repairs necessary for such purpose except where the failure to maintain such Collateral could not reasonably be expected to have a Material Adverse Effect. Debtor shall use commercially reasonable efforts to defend the Collateral against all claims and demands of all persons; it shall use commercially reasonable efforts maintain and protect its rights in the Collateral (including without limitation taking and making any and all reasonably necessary actions and filings concerning the Intellectual Property, including without limitation, actions against infringing third parties and filings and proceedings with the U.S. Patent and Trademark Office and U.S. Copyright Office); it shall keep the Collateral free from any Liens, except for the security interest granted to the Secured Party herein and except for Permitted Liens under the Loan Agreement, and it shall use commercially reasonable efforts to maintain the Collateral in good order and repair; and it shall not waste or destroy or abandon the Collateral or any material part thereof, nor conduct any actions or fail to conduct any actions which may be deemed as Debtor abandoning any Collateral, nor shall it in any manner sell or transfer the Collateral except in the ordinary course of the Debtor's business without the prior written consent of the Secured Party, such consent not to be unreasonably withheld, conditioned or delayed.

(b) Maintenance of Insurance. Subject to the provisions of the Loan Agreement, the Debtor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Collateral against loss by fire, explosion, theft and such other casualties in amounts comparable to amounts of insurance coverage obtained by similar businesses of similar size acting prudently and (ii) insuring the Debtor against liability for personal injury and property damage relating to such Collateral, such policies to be in such form and amounts and having such coverage as shall be comparable to forms, amounts and coverage, respectively, obtained by similar businesses of similar size acting prudently, with losses payable to the Debtor and the Secured Party as its interests may appear. All such insurance policies shall include Secured Party as an additional named insured. All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Secured Party of written notice thereof (except in the case of non-payment of premium, in which event ten (10) days' notice will be provided), and (ii) be reasonably satisfactory in all other respects to the Secured Party.

(c) Further Identification of Collateral. The Debtor shall furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

(d) Notices. The Debtor shall advise the Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or Permitted Liens under the Loan Agreement) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect.

(e) Changes in Locations, Name, etc. The Debtor shall not (i) change the location of its chief executive office, chief place of business or jurisdiction of incorporation or organization from that specified in Section 4(d) or remove its books and records from the Leased Premises, (ii) permit any of the Collateral to be kept at a location other than the Leased Premises or (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Secured Party in connection with this Security Agreement would become seriously misleading or faulty under Article 9, unless, in each case, it shall have given the Secured Party at least thirty (30) days prior written notice thereof.

(f) Commercial Tort Claims. The Debtor shall promptly notify the Secured Party in writing upon incurring or otherwise obtaining a Commercial Tort Claim against any third party, and upon request of the Secured Party, promptly enter into an amendment to this Security Agreement and do such other acts or things deemed appropriate by the Secured Party to give the Secured Party a security interest in any such Commercial Tort Claim.

**6. Secured Party's Appointment as Attorney-in-Fact.**

(a) Powers. The Debtor hereby irrevocably constitutes and appoints, effective upon the occurrence and during the continuance of an Event of Default, the Secured Party and any of officer or Secured Party thereof with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Debtor hereby gives the Secured Party the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:



(i) in the case of any Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Debtor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due with respect to any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due with respect to any Collateral whenever payable; and

(ii) upon the occurrence and during the continuance of any Event of Default, (A) to pay or discharge taxes and Liens levied or placed on the Collateral, (B) to effect any repairs or any insurance called for by the terms of this Security Agreement, (C) to pay all or any part of the premiums therefor and the costs thereof, (D) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Secured Party or as the Secured Party shall direct, (E) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (F) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (G) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral, (H) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral, (I) to settle, compromise or adjust any suit, action or proceeding described in clause (H) above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate, (J) to assign any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine and (K) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Debtor might do. The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Debtor also authorizes the Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in Section 9 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Secured Party's Part. The powers conferred on the Secured Party hereunder are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that they actually receives as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be

responsible to the Debtor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

**7. Performance by Secured Party of Debtor's Obligations.** If the Debtor fails to perform or comply with any of its agreements contained herein and the Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Secured Party incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate, shall be payable by the Debtor to the Secured Party on demand and shall constitute Obligations secured hereby.

**8. Proceeds.** In addition to the rights of the Secured Party specified in this Security Agreement, it is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by the Debtor consisting of cash, checks and other near-cash items shall be held by the Debtor in trust for the Secured Party, segregated from other funds of the Debtor, and shall, forthwith upon receipt by the Debtor, be turned over to the Secured Party in the exact form received by the Debtor (duly endorsed by the Debtor to the Secured Party, if required), and (b) any and all such Proceeds received by the Secured Party (whether from the Debtor or otherwise) may, in the sole discretion of the Secured Party, be held by the Secured Party as collateral security for, and/or then or at any time thereafter may be applied by the Secured Party against, the Obligations (whether matured or unmatured), such application to be made in accordance with the provisions of the Loan Agreement. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive the same.

**9. Remedies.** If an Event of Default shall occur and be continuing the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, except as otherwise set forth in the Loan Agreement, the Secured Party, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Debtor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Debtor, which right or equity is hereby waived or released. The Debtor further agrees, at the Secured Party's request, to assemble the Collateral and make it available to the Secured Party at places, which the Secured Party shall reasonably select, whether at the Debtor's premises or elsewhere. The Secured Party shall apply the net proceeds of any such collection,

recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Secured Party may elect, and only after such application and after the payment by the Secured Party of any other amount required by any provision of law, including, without limitation, the Code, need the Secured Party account for the surplus, if any, to the Debtor. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by the Secured Party of any of its rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the obligations and the fees and disbursements of any attorneys employed by the Secured Party to collect such deficiency.

**10. Limitation on Duties Regarding Preservation of Collateral.** The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the Code or otherwise, shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account. Neither the Secured Party, nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

**11. Powers coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

**12. Severability.** Any provision of this Security Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**13. Section Headings.** The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**14. No Waiver; Cumulative Remedies.** The Secured Party shall not by any act (except by a written instrument pursuant to Section 15 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or

remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy, which the Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

**15. Waivers and Amendments; Successors and Assigns.** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except as provided by the Loan Agreement. This Security Agreement shall be binding upon the successors and assigns of the Debtor and shall inure to the benefit of the Secured Party and its respective successors and assigns.

**16. Notices.** Notices hereunder shall be given to the Debtor and the Secured Party in the manner set forth in the Loan Agreement.

**17. Governing Law.** This Security Agreement is a contract under the laws of the State of Connecticut and shall for all purposes be construed in accordance with and governed by the laws of said State (excluding the laws applicable to conflicts or choice of law).

**18. Consent to Jurisdiction; Waivers.**

EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF CONNECTICUT OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND (B) WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE (I) TO OBJECT TO JURISDICTION WITHIN THE STATE OF CONNECTICUT OR VENUE IN ANY PARTICULAR FORUM WITHIN THE STATE OF CONNECTICUT AND (II) TO THE RIGHT, IF ANY, TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY AGREES THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO SUCH PARTY AT THE ADDRESS SET FORTH IN SECTION 11.11 OF THE LOAN AGREEMENT, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL BE SO MAILED. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT THE SECURED PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST ANY COLLATERAL AND AGAINST THE DEBTOR, AND AGAINST ANY PROPERTY OF THE DEBTOR, IN ANY OTHER STATE. INITIATING SUCH SUIT, ACTION OR PROCEEDING OR TAKING SUCH ACTION IN ANY STATE SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE STATE OF CONNECTICUT SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF THE DEBTOR AND THE SECURED PARTY HEREUNDER OR THE SUBMISSION HEREIN BY THE DEBTOR AND THE SECURED PARTY TO PERSONAL JURISDICTION WITHIN THE STATE OF CONNECTICUT.

THE DEBTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS SECURITY AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR BY OTHER APPLICABLE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE SECURED PARTY MAY DESIRE TO USE.

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTION OF WHICH THIS SECURITY AGREEMENT IS A PART AND/OR IN THE ENFORCEMENT BY THE SECURED PARTY OF ANY OF ITS RIGHTS AND REMEDIES HEREUNDER OR UNDER APPLICABLE LAW. EACH PARTY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

**19. Counterparts.** This Security Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Security Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Security Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Security Agreement.

**20. Rules of Usage.** In this Security Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Security Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) reference to any gender includes each other gender; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Security Agreement as a whole and not to any particular section or other provision hereof; (g) "including" (and with

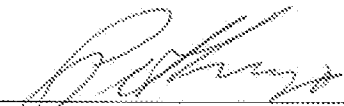
correlative meaning “include”) means including without limiting the generality of any description preceding such term; (h) “or” is used in the inclusive sense of “and/or”; (i) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, schedules or amendments thereto; and (k) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

[Signature Page – Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**CONNECTICUT INNOVATIONS,  
INCORPORATED**

By:   
Peter Longo  
Its President and Executive Director  
Duly Authorized

**HISTORX, INC.**

By: \_\_\_\_\_  
Its  
Duly Authorized

[Signature Page – Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**CONNECTICUT INNOVATIONS,  
INCORPORATED**

By: \_\_\_\_\_

Its  
Duly Authorized

**HISTORX, INC.**

By: Rana Gupta

Its Chief Executive Officer  
Duly Authorized



**SCHEDULE A**

**Intellectual Property**

All of Debtor's right, title and interest in and to its Intellectual Property, including but not limited to the following United States patents, copyrights and trademarks:

**[Continued on Next Page]**

## **HistoRx, Inc. TRADEMARKS**

### **AQUA**

**AQUA** ® U.S. Registration No. 3, 089,550

Class 9: Computer software for medical research in the pharmaceutical and diagnostic fields, namely software for the imaging and analysis of tissue samples that visualizes, quantifies and localizes proteins, nucleic acids, carbohydrates and lipids within tissues.

**AQUA**™ Canadian App filed 25Nov08

### **HISTORX**

**HISTORX** ® U.S. Registration No. 3,040,733

Class 9: Computer software for medical research in the pharmaceutical and diagnostic fields, namely software for the imaging and analysis of tissue samples.

**HISTORX** ® U.S. Registration No. 3,027,894

Class 42: Pharmaceutical research and development; medical and medical diagnostic research.

**HISTORX** ® U.S. Registration No. 3,581,646

Class 5: medical diagnostic reagents; diagnostic reagents for scientific or research use.

**HISTORX**™ Canadian App, filed 25Nov08

**PM-2000**™ digital fluorescence-based pathology system

**AQUANTIPLEX**™ assay kit for research use

**Multivariate Correlative Discovery**™ analysis

**AQUATE**™ assay kit for clinical use

**HISTORX PATENT APPLICATIONS**

Ref	Title	Country	Type	Serial No.	Filing Date	Publication	Pub date	Patent No	Issue Date	Expiration Date
HIRA-009	Instrument Standardization									
HIRA-009PR	Methods and System for Standardizing Microscope Systems	US	Provisional	60/944,402	15-Jun-07					
HIRA-009 US	Methods and System for Standardizing Microscope Instruments	US	Non Provisional	12/139,370	13-Jun-08	20080309929	18-Dec-08			

Ref	Title	Country	Type	Serial No.	Filing Date	Publication	Pub date	Patent No	Issue Date	Expiration Date
HRA-009 PCT	Methods and System for Standardizing Microscope Instruments	PCT	PCT	PCT/2008/007399	13-Jun-08	WO2008/156669	24-Dec-08			
HRA-009 EP	Methods and System for Standardizing Microscope Instruments	EP	National filing		13-Jun-08					
HRA-009 CA	Methods and System for Standardizing Microscope Instruments	CA	National filing		13-Jun-08					
HRA-009 JP	Methods and System for Standardizing Microscope Instruments	JP	National filing		13-Jun-08					
<b>HRA-010</b>	<b>Validator</b>									
HRA-010PR	Methods and System for Validating Sample Images for Quantitative Immunoassays	US	Provisional	60/954,303	6-Aug-07					
HRA-010 CA	Methods and System for Validating Sample Images for Quantitative Immunoassays	Canada	National filing	2,604,317	26-Sep-07					
HRA-010US	Methods and System for Validating Sample Images for Quantitative Immunoassays	US	Non Provisional	12/186,294	5-Aug-08	US2009/0074282	19-Mar-09			
HRA-010PCT	Methods and System for Validating Sample Images for Quantitative Immunoassays	PCT	PCT	PCT/US2008/072235	6-Aug-08	WO2009020972	12-Feb-09			
<b>HRA-011</b>	<b>AutoTitration</b>									
HRA-011PR	Method and System for Determining an Optimal Dilution of a Reagent	US	Provisional	61/190,033	7-Aug-07					
HRA-011 CA	Method and System for Determining an Optimal Dilution of a Reagent	Canada	National filing	2,596,204	7-Aug-07					
HRA-011US	Method and System for Determining an Optimal Dilution of a Reagent	US	Non Provisional	12/188,133	7-Aug-08	US2009/0074266	19-Mar-09			
HRA-011PCT	Method and System for Determining an Optimal Dilution of a Reagent	PCT	PCT	PCT/US2008/009454	7-Aug-08	WO2009020621	12-Feb-09			
<b>HRA-012</b>	<b>Compartment Resolution</b>									
HRA-012PR	Compartment Segregation by Pixel Characterization using Image Data Clustering	US	Provisional	60/917,853	14-May-07					
HRA-012 US	Compartment Segregation by Pixel Characterization using Image Data Clustering	US	Non Provisional	12/153,171	14-May-08	US2009/0034823	2-May-09			
HRA-012 PCT	Compartment Segregation by Pixel Characterization using Image Data Clustering	PCT	PCT	PCT/US08/006116	14-May-08	WO2008/143849	27-Nov-08			
HRA-012 EP	Compartment Segregation by Pixel Characterization using Image Data Clustering	EP	National filing		14-May-08					
HRA-012 CA	Compartment Segregation by Pixel Characterization using Image Data Clustering	CA	National filing		14-May-08					
HRA-012 JP	Compartment Segregation by Pixel Characterization using Image Data Clustering	JP	National filing		14-May-08					
<b>HRA-014</b>	<b>AutoExposure</b>									
HRA-014 PR	Automatic exposure time selection for Imaging Tissue	US	Provisional	60/969,540	31-Aug-07					
HRA-014 US	Automatic exposure time selection for Imaging Tissue	US	Non Provisional	12/201,753	29-Aug-08	US2009/0086046	2-Apr-09			

Ref	Title	Country	Type	Serial No.	Filing Date	Publication	Pub date	Patent No	Issue Date	Expiration Date
HRA-014 PCT	Automatic exposure time selection for Imaging Tissue	PCT	PCT	PCT/US2008/074817	29-Aug-08	WO2009/029810	5-Mar-09			
<b>HRA-018</b>	<b>GBM Biomarker Assay (PTEN)</b>									
HRA-018 PR	Biomarker Associated with Glioblastoma Multiforme Patent Outcome	US	Provisional	61/064,230	22-Feb-08					
HRA-018 PR2		US	Provisional	61/071,185	16-Apr-08					
HRA-018PCT	Association of Biomarkers with Patient Outcome	PCT	PCT	PCT/US2009/033691	10-Feb-09	WO2009/102729	2-Aug-09			
<b>HRA-020</b>	<b>Src</b>									
HRA-020PR	Src Activation for Determining Cancer Prognosis and as a Target for Cancer	US	Provisional	61/080,667	14-Jul-08					
HRA-020US	Src Activation for Determining Cancer Prognosis and as a Target for Cancer	US	Non Provisional	12/503,019	14-Jul-09					
HRA-020PCT	Src Activation for Determining Cancer Prognosis and as a Target for Cancer	PCT	PCT	PCT/US09/50601	14-Jul-09					
<b>HRA-023</b>	<b>Reproducible Quantification</b>									
HRA-023	Reproducible Quantification of in situ Protein Expression	US	Provisional	61/097,415	16-Sep-08					
HRA-023 US	Reproducible Quantification of Biomarker Expression	US	Non Provisional	12/560,129	15-Sep-09					
HRA-023 PCT	Reproducible Quantification of Biomarker Expression	PCT	PCT	PCT/US2009/056996	15-Sep-09					
<b>HRA-026</b>	<b>GBM Markers</b>									
HRA-026	Correlation of Molecular Markers with Clinical Outcome in GBM Patients Radiation Treated with or without Gefitinib	US	Provisional	61/136,642	22-Sep-08					
HRA-026US	Correlation of Molecular Markers with Clinical Outcome in GBM Patients Radiation Treated with or without Gefitinib	US	Non Provisional	12/564,698	22-Sep-09					
HRA-026PCT	Correlation of Molecular Markers with Clinical Outcome in GBM Patients Radiation Treated with or without Gefitinib	PCT	PCT	PCT/US2009/057857	22-Sep-09					

## **SCHEDULE B**

### **COLLATERAL**

All properties, assets and rights of the Debtor now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest, wherever located or situated and however defined or classified under Article 9.

I. Without limitation of the foregoing, the Collateral includes the following at all times:

- (i) all Accounts;
- (ii) all As-Extracted Collateral;
- (iii) all Chattel Paper;
- (iv) all Commercial Tort Claims, if any, listed and described in this schedule;
- (v) all Consignments;
- (vi) all Contracts;
- (vii) all Deposit Accounts;
- (viii) all Documents;
- (ix) all Equipment;
- (x) all General Intangibles;
- (xi) all Goods;
- (xii) all Health-Care-Insurance Receivables;
- (xiii) all Instruments;
- (xiv) all Inventory;
- (xv) all Investment Property;
- (xvi) all Letter-of-Credit Rights;
- (xvii) all Letters of Credit;

- (xviii) all Payment Intangibles;
- (xix) all Promissory Notes;
- (xx) all Supporting Obligations;
- (xxi) all Vehicles; and
- (xxii) to the extent not otherwise included, all Proceeds (including condemnation proceeds), all Accessions and additions thereto and all substitutions and replacements therefore and products of any and all of the foregoing.

II. The following lists any and all Commercial Tort Claims of the Debtor, and Debtor hereby covenants and agrees to notify Secured Party of any Commercial Tort Claims after the date hereof that are not otherwise listed herein and to amend this **Schedule B** in order to list such Commercial Tort Claim: