

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
Plantibodies Corporation		10/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial SBIC, LP		
Street Address:	7735 Old Georgetown Road		
Internal Address:	Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2818544	PLANTIBODIES	
Registration Number:	2716326	EPICYTE THE PLANTIBODIES COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(703)519-1821		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1725 Duke Street		
Address Line 2:	Suite 625		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	1010801-TM1		
NAME OF SUBMITTER:	Christopher E. Kondracki		

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TRADEMARK
 REEL: 004412 FRAME: 0046

Signature:	/Christopher E. Kondracki/
Date:	11/09/2010
Total Attachments: 9 source=Plantibodies#page1.tif source=Plantibodies#page2.tif source=Plantibodies#page3.tif source=Plantibodies#page4.tif source=Plantibodies#page5.tif source=Plantibodies#page6.tif source=Plantibodies#page7.tif source=Plantibodies#page8.tif source=Plantibodies#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

15* THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the day of October, 2010, by and between MIDCAP FINANCIAL SBIC, LP, a Delaware limited partnership ("Agent"), and PLANTIBODIES CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. The Lenders have 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 Agent, the Lenders, Grantor and Biolex Therapeutics, Inc. dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property and Intellectual Property Proceeds (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following to the extent they are now or hereafter become Intellectual Property or Intellectual Property Proceeds of Grantor pursuant to the Loan Agreement:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party, or any of its rights or interests thereunder, to the extent (but solely to the extent) that a grant of a security interest would, under the terms of such license, contract or agreement or otherwise, result in a breach by Grantor of the terms of, or constitute a default by Grantor thereunder (other than to the extent that any such term would be rendered ineffective pursuant to the Code or any other applicable law or principles of equity); provided, however, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

Upon the occurrence of an IP Lien Release Event (as defined in the Loan Agreement), Agent's Lien in the Intellectual Property Collateral shall be released as more fully described in the Loan Agreement; *provided, however*, that Agent shall retain its Lien and all rights in and to all Intellectual Property Proceeds (as defined in the Loan Agreement), and accordingly, to the extent (but solely to the extent) necessary to permit attachment and perfection of Agent's security interest (on behalf of itself and Lenders) in such Intellectual Property Proceeds, the Intellectual Property Collateral shall include the related Intellectual Property, it being the understanding and intention of the parties that, after the occurrence of an IP Lien Release Event, Agent and Lenders shall not exercise any rights to sell, transfer, foreclose upon or otherwise dispose of or take ownership of the underlying Intellectual Property Collateral from which the Intellectual Property Proceeds were so derived.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]


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:

158 Credle Street
Pittsboro, NC 27312
Attn: Finance Department

PLANTIBODIES CORPORATION
a Delaware corporation

By: 
Name: Howard C. Hollar
Title: VP and Treasurer

AGENT:

Address of Agent:

7735 Old Georgetown Road, Suite 400
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

MIDCAP FINANCIAL SBIC, LP,
a Delaware partnership


By: 
Name: Josh Groman
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None*

*Grantor has not listed any over-the-counter software that is commercially available to the public.

EXHIBIT B

Patents

<i>Assigned to Plantibodies</i>		
<i>Title</i>	<i>Serial No. / Filing Date</i>	<i>Status</i>
IMMUNOGLOBULIN BINDING PROTEIN ARRAY IN EUKARYOTIC CELLS Inventors: Hiatt <i>et al.</i>	U.S. Utility Application SN 09/563,222 Filed 5/2/2000	U.S. Patent No. 6,696,620 Issued 2/24/2004 Expires 5/2/2020
	PCT Application SN PCT/US01/14349 Filed 5/2/2001	Published 11/8/2001 WO 2001/083806 Inactive [entered national phase (NP)]
	Australian NP Application SN 62973/01	Australian Patent No. 785163 Issued 10/5/2006
	Canadian NP Application SN 2,377,877	Pending
	Japanese NP Application SN 2001-580413	Pending
J CHAIN POLYPEPTIDE TARGETING MOLECULE LINKED TO AN IMAGING AGENT Inventors: Hiatt <i>et al.</i>	U.S. Utility Application SN 08/782,480 Filed 1/10/1997	U.S. Patent No. 6,045,774 Issued 4/4/2000 Expires 1/10/2017
	U.S. C-I-P Application SN 09/005,167 Filed 1/9/1998	U.S. Patent No. 6,391,280 Issued 5/21/2002 Expires 1/10/2017
	U.S. Continuation Appln. (<i>Novel Epithelial Tissue Imaging Agent</i>) SN 10/062,467 Filed 2/5/2002	U.S. Patent No. 7,022,309 Issued 4/4/2006 Expires 3/6/2018 (<i>Targeting Molecule Linked to an Imaging Agent</i>)
	PCT Application (<i>Novel Epithelial Tissue Imaging Agent</i>) SN PCT/US98/00339 Filed 1/9/1998	Published 7/16/1998 WO 98/030591 Inactive [entered national phase (NP)]
NOVEL EPITHELIAL TISSUE TARGETING AGENT Inventors: Hiatt <i>et al.</i>	U.S. C-I-P Application SN 09/005,318 Filed 1/9/1998* *C-I-P of SN 08/782,481, filed 1/10/1997, now abandoned.	U.S. Patent No. 7,311,912 Issued 12/25/2007 Expires 1/10/2017
EPITHELIAL CELL TARGETING AGENT Inventors: Hiatt <i>et al.</i>	U.S. Utility Application SN 08/954,211 Filed 10/20/1997	U.S. Patent No. 6,251,392 Issued 6/26/2001 Expires 1/10/2017
	U.S. C-I-P Application SN 09/176,741 Filed 10/20/1998	U.S. Patent No. 6,440,419 Issued 8/27/2002 Expires 1/10/2017

Assigned to Plantibodies

<i>Title</i>	<i>Serial No. / Filing Date</i>	<i>Status</i>
	PCT Application (<i>J-Chain And Analogues As Epithelial Cell Targeting Conjugates</i>) SN PCT/US98/22304 Filed 10/20/1998	Published 4/29/1999 WO 99/020310 Inactive [entered national phase (NP)]

EXHIBIT C

Trademarks

<i>Plantibodies, Inc.</i>		
<i>Mark</i>	<i>Serial No. / Filing Date</i>	<i>Status</i>
Plantibodies	U.S. Application SN 78/139,493 Filed 6/27/2002	Registration No. 2,818,544 Registered 2/24/2004
	Japan Application SN 2002-102861 Filed 12/4/2002	Registration No. 4,728,264 Registered 11/21/2003
	Community Trademark Application SN 000971135 Filed 10/29/1998	Registration No. 000971135 Registered 2/14/2000
Epicyte the Plantibodies Company	U.S. Application SN 76/222,284 Filed 3/9/2001	Registration No. 2,716,326 Registered 5/13/2003

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None