

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
Biovex Limited		12/22/2010	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Oxford Finance Corporation-as Agent		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2638337	BIOVEX	
Registration Number:	2661546	NEUROVEX	
Registration Number:	2749287	EXPRESSGEN	
Registration Number:	2852365	ONCOLYSE	
Registration Number:	3032567	ONCOVEX	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	636274		

CH \$140.00 2638337

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**TRADEMARK
 REEL: 004448 FRAME: 0645**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/07/2011
<p>Total Attachments: 15 source=1-7-11 Biovex-TM#page1.tif source=1-7-11 Biovex-TM#page2.tif source=1-7-11 Biovex-TM#page3.tif source=1-7-11 Biovex-TM#page4.tif source=1-7-11 Biovex-TM#page5.tif source=1-7-11 Biovex-TM#page6.tif source=1-7-11 Biovex-TM#page7.tif source=1-7-11 Biovex-TM#page8.tif source=1-7-11 Biovex-TM#page9.tif source=1-7-11 Biovex-TM#page10.tif source=1-7-11 Biovex-TM#page11.tif source=1-7-11 Biovex-TM#page12.tif source=1-7-11 Biovex-TM#page13.tif source=1-7-11 Biovex-TM#page14.tif source=1-7-11 Biovex-TM#page15.tif</p>	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BIOVEX LIMITED

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Company

Citizenship (see guidelines) England & Wales (UK)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 22, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: OXFORD FINANCE CORPORATION, as Agent

Internal

Address: _____

Street Address: 133 North Fairfax Street

City: Alexandria

State: VA

Country: USA Zip: 22314

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit C

B. Trademark Registration No.(s)

See Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit C

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: _____

Street Address: 1180 Avenue of the Americas, Ste 210

City: New York

State: NY Zip: 10036

Phone Number: 212.299.5600

Fax Number: 212.299.5656

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

January 7, 2011

Date

S. Ryan Black,

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and among (a) **OXFORD FINANCE CORPORATION**, a Delaware corporation with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (the “**Agent**”), and the Lenders listed on Schedule 1.1 to the Loan Agreement (as defined below), and (b) **BIOVEX LIMITED**, a limited company registered under the laws of England and Wales under company number 03480520 whose registered office is at 70 Milton Park, Abingdon, Oxfordshire OX14 4RX, England (“**Grantor**”).

RECITALS

A. 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 among Lenders, the Agent, Grantor, BioVex, Inc., a Delaware corporation, and BioVex Group, a Delaware Corporation, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). 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, and to each Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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, and to each Lender 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, and to each Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. 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**”);

2. 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;

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

4. 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**”);

5. 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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

[Signature page follows.]

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:

70 Milton Park
Abingdon Oxon
OX14 4RX United Kingdom
Attn: Director

BIOVEX LIMITED

By: Paul D. Spark
Name: Paul D. Spark
Title: Director

AGENT:

Address of Agent:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

OXFORD FINANCE CORPORATION,
as Agent and as a Lender

By: _____
Name: _____
Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004448 FRAME: 0650

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:

BIOVEX LIMITED

70 Milton Park
Abingdon Oxon
OX14 4RX United Kingdom
Attn: Director

By: _____
Name: _____
Title: _____

AGENT:

Address of Agent:

OXFORD FINANCE CORPORATION,
as Agent and as a Lender

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

By: TUD
Name: TS. Lee
Title: COO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004448 FRAME: 0651

EXHIBIT A

Copyrights

None.

USIDOC5 7794920v2

EXHIBIT B

Patents

Case 1: MUTANT HERPES SIMPLEX VIRUS STRAINS AND USES THEREOF

HSV lacking functional ICP34.5 and ICP27 genes
Priority claimed from UK Application No. 9615794.6 filed 26 July 1996
PCT Application was International Application No. PCT/GB97/02017 filed 25 July 1997, published as WO98/04726

Kemp Ref	UCL Ref	Country	Appln No	Appln Date	Publn No	Status
N.71845B	47/902	US	09/230479	25 July 1997	6248320	Granted. Grant date 19 June 2001.

NOTE: Application stands in names of UCL and Glasgow University

BioVex Ref/ Kemps Ref	Title & International Application No. (International Publication No.)	Proprietor	Country	Patent Application No.	Patent No.	Status	Filing Date	Expiry Date
ONCOVEX TECHNOLOGY								
Case 11 N.81166	"Virus strains for the oncolytic treatment of cancer" PCT/GB01/00229 (WO01/53506)	BioVex Limited	US US US	10/181,692 11/372,613 12/425,952	7063835 7537924	Granted Granted Pending	22 January 2001 22 January 2001 22 January 2001	21 January 2021 21 January 2021
Case 12 N.81167	"Herpes virus strains for gene therapy" PCT/GB01/00225 (WO01/53505)	BioVex Limited	US US	10/181,697 11/738,807	7223593	Granted Pending	22 January 2001 22 January 2001	21 January 2021

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BioVex Ref/ Kemps Ref	Title & International Application No. (International Publication No.)	Proprietor	Country	Patent Application No.	Patent No.	Status	Filing Date	Expiry Date
Case 17 N.89422	"Viral vectors" PCT/GB04/003217 (WO2005/011715)	BioVex Limited	US US	11/339,804 12/708,692		Allowed Pending	26 July 2004 26 July 2004	

BioVex Ref/ Kemps Ref	Title & International Application No. (International Publication No.)	Proprietor	Country	Patent Application No.	Patent No.	Status	Filing Date	Expiry Date
IMMUNOVEX TECHNOLOGY								
Case 7 N.75102	"Herpes virus vectors for dendritic cells" PCT/GB99/02529 (WO00/08191)	BioVex Limited	US	09/744942	6641817	Granted	2 August 1999	1 August 2019
Case 13 N.81168	"Herpes viruses for immune modulation" PCT/GB01/01666 (WO01/77358)	BioVex Limited	US US US	09/833,073 10/766,897 11/333,309	6713067 7118755 7811582	Granted Granted Granted	12 April 2001 12 April 2001 12 April 2001	18 August 2019 18 August 2019 18 August 2019
Case 16 N.85815	"Herpes viruses for immune modulation"	BioVex Limited	US	10/273,348	7063851	Granted	12 April 2001	18 August 2019

BioVex Ref/ Kemps Ref	Title & International Application No. (International Publication No.)	Proprietor	Country	Patent Application No.	Patent No.	Status	Filing Date	Expiry Date
VECTOR TECHNOLOGY								

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Case 6 N:75103	"Cell lines for virus growth" PCT/GB99/02547 (WO00/08194)	BioVex Limited	US	09/762,098	7262033	Granted	03 August 1999	2 August 2019 (+ 1156 days)
Case 9 N:81164	"Replication incompetent herpes virus vectors" PCT/GB00/04981 (WO01/46450)	BioVex Limited	US	10/168,796	6821753	Granted		21 December 2020

The following patents have been abandoned by the Company for commercial reasons:

<u>Patents/ Patent Applications</u>	<u>Patent/Publication/ Application Number</u>	<u>BioVex Case No/ J A Kemp & Co Ref</u>
Replication competent herpes virus strains	US 20020192802 10/181,698	Case 10/ N81165B
Replication incompetent herpes virus vectors	US 20030040500 10/168,801	Case 8/ N81163B
Mutant herpes simplex viruses and uses thereof	US 20040063094 10/668,164	Case 5/ N74739B
Mutant herpes simplex viruses and uses thereof	6,719,982 09/601,102	Case 4/ N74129B
Herpes virus vectors for dendritic cells	US 20050249707 11/155,688	Case 7 Div/ N75102E
Eukaryotic gene expression cassette and uses thereof	US 20030219409 10/355,248	Case 2/ N72616C

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EXHIBIT C

Trademarks

<u>Country</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class(es)/Goods & Services</u>
United States of America	BIOVEX	2638337	22/10/2002	Class 1: Diagnostic preparations for scientific laboratory and research use; viral preparations for scientific and research use; diagnostic preparations for use in DNA analysis for scientific laboratory and research use, in class 1. Class 5: Pharmaceutical preparations and substances for the treatment of gene-based diseases; vaccines; diagnostic preparations for clinical and medical laboratory use; viral preparations for medical or diagnostic use; and diagnostic preparations for use in DNA analysis for clinical and medical laboratory use, in class 5. Class 10: Medical testing apparatus for use in DNA analysis, in class 10. Class 42: Medical and scientific research;

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<u>Country</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class(es)/Goods & Services</u>
United States of America	NEUROVEX	2661546	17/12/2002	discovery and design of pharmaceutical and therapeutic preparations; diagnostic services in the field of gene-based treatment for diseases, in class 42. Class 1: Diagnostic preparations for scientific and laboratory use; viral preparations for scientific and research use.
				Class 5: Pharmaceutical preparations and substances; vaccines; diagnostic preparations; viral preparations.
				Class 10: Diagnostic apparatus; medical testing apparatus; medical apparatus and instruments.
				Class 42: Medical and scientific research; discovery and design of pharmaceutical and therapeutic preparations; diagnostic services.
United States of America	EXPRESSGEN	2749287	12/08/2003	Class 1: Diagnostic preparations for research use; diagnostic preparations for scientific or research use, namely for use in the analysis of DNA; antiviral preparations for scientific and research

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<u>Country</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class(es)/Goods & Services</u>
				use, in Class 1.
				Class 5: Diagnostic preparations for laboratory use; pharmaceutical preparations and substances for the treatment of gene based diseases; vaccines for human use, not including bovine vaccines; diagnostic preparations for clinical and medical laboratory use; antiviral preparations for medical or diagnostic use; diagnostic preparations for clinical or medical laboratory use, namely for use in analysis of DNA, in Class 5.
				Class 10: Medical testing apparatus, namely, diagnostic apparatus, for use in the analysis of DNA, in Class 10.
				Class 42: Medical and scientific research; research, design and testing for new product development in the field of pharmaceutical and therapeutic preparations; diagnostics services in the field of gene based treatment for diseases, in Class 42.

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<u>Country</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class(es)/Goods & Services</u>
United States of America	ONCOLYSE	2852365	15/06/2004	<p>Class 1: Diagnostic preparations for laboratory and research use; viral preparations for scientific and research use, in Class 1.</p> <p>Class 5: Pharmaceutical preparations and substances relating to cancer; vaccines; diagnostic preparations for clinical and medical laboratory use; viral preparations for medical or diagnostic use, in Class 5.</p>
United States of America	ONCOVEX	3032567	20/12/2005	<p>Class 42: Diagnostic services in the field of diseases relating to cancer, in Class 42.</p> <p>Class 1: Diagnostic preparations for research use; viral preparations for scientific and research use, in Class 1.</p> <p>Class 5: Pharmaceutical preparations and substances for the treatment of diseases relating to cancer; vaccines; diagnostic preparations for clinical and medical laboratory use; viral preparation for medical and diagnostic use, in Class 5.</p>

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<u>Country</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class(es)/Goods & Services</u>
				Class 42: Diagnostic services in the field of diseases relating to cancer; medical services, namely, providing diagnostic testing and analysis for diagnosing diseases relating to cancer, in Class 42.

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EXHIBIT D

Mask Works

None.

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