

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
Xcellerex, Inc.		07/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding III, LLC		
Street Address:	7735 Old Georgetown Road		
Internal Address:	Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3637311	FLEXFACTORY	
Registration Number:	3659779	PDMAX	
Registration Number:	3888420	XCELLEREX	
Registration Number:	3884647	XCELLEREX	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-443-5742		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Lizzie Garner, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2061695-0003 (XCELLEREX)		

OP \$115.00 3637311

900198170

**TRADEMARK
 REEL: 004592 FRAME: 0102**

NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	07/27/2011
<p>Total Attachments: 23</p> <p>source=Xcellerex - IP Security Agreement #page1.tif source=Xcellerex - IP Security Agreement #page2.tif source=Xcellerex - IP Security Agreement #page3.tif source=Xcellerex - IP Security Agreement #page4.tif source=Xcellerex - IP Security Agreement #page5.tif source=Xcellerex - IP Security Agreement #page6.tif source=Xcellerex - IP Security Agreement #page7.tif source=Xcellerex - IP Security Agreement #page8.tif source=Xcellerex - IP Security Agreement #page9.tif source=Xcellerex - IP Security Agreement #page10.tif source=Xcellerex - IP Security Agreement #page11.tif source=Xcellerex - IP Security Agreement #page12.tif source=Xcellerex - IP Security Agreement #page13.tif source=Xcellerex - IP Security Agreement #page14.tif source=Xcellerex - IP Security Agreement #page15.tif source=Xcellerex - IP Security Agreement #page16.tif source=Xcellerex - IP Security Agreement #page17.tif source=Xcellerex - IP Security Agreement #page18.tif source=Xcellerex - IP Security Agreement #page19.tif source=Xcellerex - IP Security Agreement #page20.tif source=Xcellerex - IP Security Agreement #page21.tif source=Xcellerex - IP Security Agreement #page22.tif source=Xcellerex - IP Security Agreement #page23.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 19th day of July, 2011 by and between **MIDCAP FUNDING III, LLC**, a Delaware limited liability company ("Agent") and **XCELLEREX, INC.** ("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 and Grantor dated the Effective Date (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). 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 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, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(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.

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.

[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:

XCELLEREX, INC.

170 Locke Drive
Marlborough, MA 01752
Attn: Jonathan Lieber, Chief Financial Officer

By: 
Name: JONATHAN LIEBER
Title: CEO

XCELLEREX, INC.
IP SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004592 FRAME: 0106

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

APPLIES TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS					APPLIES TO LICENSE AGREEMENTS ONLY				
Borrower	Name / Identifier of IP or License and Patent No. or Application No.	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date ¹ (if a License, expiration of License and Licensed Property)	Material? (Yes/No)	Name and Address of Licensor	Name and Date of License Agreement	Exclusive License? (Yes/No)	Restrictions to grant a lien, assign or sublicense? (Yes/No)	Default or Termination affects Agent's ability to sell or assign? (Yes/No)
Xcellerex, Inc.	MV100-US 11/895,057	Patent Application (App.)	08/23/07	Yes	Advanced Technology Materials, Inc. 7 Commerce Drive Danbury, CT 06810	Supply and License Agreement, dated February 19, 2009, by and between Advanced Technology Materials, Inc. and Xcellerex, Inc.	No	Yes	Yes
Xcellerex, Inc.	WT101-US 12/039,052	Patent App.	02/28/08	Yes					

¹ For purposes of this Schedule, the date provided in this column with respect to patents is either the date the patent was issued or the date the patent application was filed.

Xcellerex, Inc.	FF102-US 11/050,133	Patent App.	02/03/05	Yes					
Xcellerex, Inc.	BR103-US 7,629,167	Patent (Issued)	Granted: 12/8/2009	Yes					
Xcellerex, Inc.	SY104-US 11/818,901	Patent App.	06/15/07	Yes					
Xcellerex, Inc.	CS105-US 7,819,934	Patent (Issued)	Granted: 10/26/2010	Yes					
Xcellerex, Inc.	BR107-US 12/124,039	Patent App.	05/20/08	Yes					
Xcellerex, Inc.	FF109-US 12/011,492	Patent App.	01/25/08	Yes					
Xcellerex, Inc.	CS110-US 12/011,493	Patent App.	01/25/08	Yes					
Xcellerex, Inc.	MX111-US 12/410,724	Patent App.	03/25/09	Yes					
Xcellerex, Inc.	CS112-US 12/469,469	Patent App.	05/20/09	Yes					

Xcellerex, Inc.	YF114-US 13/012,917	Patent App.	01/25/11	Yes					
Xcellerex, Inc.	SW124-P 61/359,956	Patent App.	06/30/11	Yes					
Xcellerex, Inc.	CBT130-P 61/385,745	Patent App.	9/23/2010	Yes					
Xcellerex, Inc.	LSF131-P 61/393,613	Patent App.	10/15/2010	Yes					
Xcellerex, Inc.	YFH134-P 61/487,992	Patent App.	5/19/2011	Yes					

Xcellerex, Inc.	SBR135-P 61/431,798	Patent App.	5/19/2011	Yes					
Xcellerex, Inc.	(CS105) 7,819,934 (Assignment dated November 20, 2007 from Parrish M. Galliher et al. to Xcellerex, Inc. (recorded in the U.S. Patent and Trademark Office on November 20, 2007 at Reel 020141 and Frame 0084))	Patent Assignment	November 20, 2007**	Yes					
Xcellerex, Inc.	(BR103) US Patent Application No. 11/147,124 (Continuous Perfusion Bioreactor system) (Assignment dated July 11, 2005 from inventors. to Xcellerex, LLC.) Recorded USPTO 7-14-2005 at Reel/Frame 016785/0874.	Patent Assignment.	July 30, 2007**	Yes					

** For the purposes of the Disclosure Schedule, the date of recordation is the date of assignment.

Xcellerex, Inc.	Conveying party Xcellerex, LLC to Xcellerex, Inc. for US App. 11/147,124, executed 10-2-2007; Recorded USPTO 7-30-2008 at Reel/Frame 021313/0061	Conversion of LLC to "C" Corp & Assignment	July 30, 2008**	Yes					
Xcellerex, Inc	(MV100) US App. No. 60/840,070 Assignment from inventors to Xcellerex, Inc., recorded USPTO 10-3-2006 at Reel/Frame 018340/0878	Assignment	October 3, 2006**	Yes					
Xcellerex, Inc.	(MX111) US Provisional Patent Application No. 61/039,382 (Temperature Control System) (Assignment from Peter Mitchell et al. to Xcellerex, Inc.) recorded 7-7-2008 Reel/Frame 021199/0652	Assignment	July 7, 2008**	Yes					
Xcellerex, Inc.	(WT101) US App. No. 12/039052 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 7-31-2008 at Reel/Frame 021322/0172	Assignment	July 31, 2008**	Yes					

Xcellerex, Inc.	(FF102) US App. No. 11/050,133 - Assignment from inventors to Xcellerex. LLC., recorded USPTO 6-21-2005 at Reel/Frame 016710/0887	Assignment	June 21, 2005**	Yes					
Xcellerex, Inc.	(FF102) US App. No. 60/541,572 - Assignment from inventors to Xcellerex. LLC., recorded USPTO 6-21-2005 at Reel/Frame 016710/0887	Assignment	June 21, 2005**	Yes					
Xcellerex, Inc.	Conveying party Xcellerex, LLC to Xcellerex, Inc. for US App. 11/050,133, executed 10-2-2007; Recorded USPTO 7-30-2008 at Reel/Frame 021313/0307	Conversion of LLC to "C" Corp & Assignment	July 30, 2008**	Yes					

Xcellerex, Inc.	Conveying party Xcellerex, LLC to Xcellerex, Inc. for US App. 60/541,572, executed 10-2-2007; Recorded USPTO 7-30-2008 at Reel/Frame 021313/0307	Conversion of LLC to "C" Corp & Assignment	July 30, 2008**	Yes					
Xcellerex, Inc.	(SY104) US App. No. 11/818,901 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 11-20-2007 at Reel/Frame 020141/0048	Assignment	November 20, 2007**	Yes					
Xcellerex, Inc.	(BR107) US App. No. 60/962,671 & 12/124,039 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 6-24-2008 at Reel/Frame 021145/0753	Assignment	June 24, 2008**	Yes					

Xcellerex, Inc.	(FF109) US App. No. 12/011492 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 7-31-2008 at Reel/Frame 021322/0212	Assignment	July 31, 2008**	Yes					
Xcellerex, Inc.	(CS110) US App. No. 12/011,493 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 7-31-2008 at Reel/Frame 021322/0268	Assignment	July 31, 2008**	Yes					
Xcellerex, Inc.	(CS112) US App. No. 12/469,469 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 8-14-2008 at Reel/Frame 021389/0541	Assignment	August 14, 2008**	Yes					

Xcellerex, Inc.	(BR113-P) US App. No. 61/055,408 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 8-20-2009 at Reel/Frame 023123/0484	Assignment	August 20, 2009**	Yes					
Xcellerex, Inc.	(YF114-P) US App. No. 61/230483 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 8-20-2009 at Reel/Frame 023123/0259	Assignment	August 20, 2009**	Yes					
Xcellerex, Inc.	(RF116-P) US App. No. 61/228,026 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 8-7-2009 at Reel/Frame 023070/0383	Assignment	August 7, 2009**	Yes					

Xcellerex, Inc.	(FM117-P) US App. No. 61/229,153 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 8-7-2009 at Reel/Frame 023070/0319	Assignment	August 7, 2008**	Yes					
Xcellerex, Inc.	(VS-P) US App. No. 61/172,030 - Assignment from inventor to Xcellerex, Inc., recorded USPTO 9-18-2009 at Reel/Frame 023252/0920	Assignment	September 18, 2009**	Yes					
Xcellerex, Inc.	(GR120-PCT) PCT App.US10/29942 - Assignment from inventors to Xcellerex, Inc. and Humacyte, Inc. EPAS ID: PAT1596602 received USPTO 6-17-2011	Assignment	June 17, 2011**	Yes					

Xcellerex, Inc.	(SW124) US App. No. 61/359,956 - Assignment from inventor to Xcellerex, Inc., recorded USPTO 6-16-2011 at Reel/Frame 026466/0497	Assignment	June 16, 2011**	Yes					
Xcellerex, Inc.	(MR126) US App. No. 61/237,286 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 8-28-2009 Reel/Frame 023165/0080	Assignment	August 28, 2009**	Yes					
Xcellerex, Inc.	(CR127) US App. No. 61/240,323 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 12-15-2009 Reel/Frame 023655/0277	Assignment	December 15, 2009**	Yes					
Xcellerex, Inc.	(BCB128) US App. No. 61/247,368 - Assignment from inventors to Xcellerex, Inc., recorded USPTO 12-15-2009 Reel/Frame 023655/0556	Assignment	December 15, 2009**	Yes					

Xcellerex, Inc.	(CBT130) US App. No. 61/385,745 - Assignment from inventors to Xcellerex, Inc., received USPTO EPAS ID: PAT1595766 USPTO 6-16-11	Assignment	June 16, 2011**	Yes					
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EXHIBIT C

Trademarks

See Attached.

APPLIES TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS					APPLIES TO LICENSE AGREEMENTS ONLY				
Borrower	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date ¹ (if a License, expiration of License and Licensed Property)	Material? (Yes/No)	Name and Address of Licensor	Name and Date of License Agreement	Exclusive License? (Yes/No)	Restrictions to grant a lien, assign or sublicense? (Yes/No)	Default or Termination affects Agent's ability to sell or assign? (Yes/No)
Xcellerex, Inc.	FLEXFACTORY® (Registration No 3,637,311)	Trademark	6/16/2009	Yes					
Xcellerex, Inc.	PDMAX® (Registration No. 3,659,779)	Trademark	7/28/2009	Yes					
Xcellerex, Inc.	Xcellerex, Inc. (Word Mark) (Registration No. 3,888,420)	Trademark	12/14/2010	Yes					
Xcellerex, Inc.	Xcellerex, Inc. (Stylized Mark) (Registration No. 3,884,647)	Trademark	12/7/2010	Yes					
Xcellerex, Inc.	Supply and License Agreement dated February 19, 2009 by and between Advanced Technology Materials, Inc. and	In-License Agreement	Initial term of 5 years with automatic renewal for one or more terms of an additional	Yes					

APPLIES TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS					APPLIES TO LICENSE AGREEMENTS ONLY				
Borrower	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date ¹ (if a License, expiration of License and Licensed Property)	Material? (Yes/No)	Name and Address of Licensor	Name and Date of License Agreement	Exclusive License? (Yes/No)	Restrictions to grant a lien, assign or sublicense? (Yes/No)	Default or Termination affects Agent's ability to sell or assign? (Yes/No)
	Xcellerex, Inc.		one year period.						
Xcellerex, Inc.	License Agreement dated March 3, 2008, by and between Xcellerex, Inc. and the University of Rochester School of Medicine	In-License Agreement	Renewable each year	Yes					
Xcellerex, Inc.	Collaboration and License Agreement dated March 20, 2007 by and between Xcellerex, Inc. and BioFlash Partners, LLC	In-License Agreement	March 20, 2007 through the expiration of any patents including patent extensions	No					

APPLIES TO ALL INTELLECTUAL PROPERTY AND LICENSE AGREEMENTS					APPLIES TO LICENSE AGREEMENTS ONLY				
Borrower	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date ¹ (if a License, expiration of License and Licensed Property)	Material? (Yes/No)	Name and Address of Licensor	Name and Date of License Agreement	Exclusive License? (Yes/No)	Restrictions to grant a lien, assign or sublicense? (Yes/No)	Default or Termination affects Agent's ability to sell or assign? (Yes/No)
			included in the BioFlash Technology licensed under this agreement.						

EXHIBIT D

Mask Works

None.