

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hologenix LLC		11/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTHERN TRUST COMPANY OF DELAWARE		
Street Address:	1201 NORTH MARKET STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77341708	CELLIANT	
Serial Number:	77341700	CELLIANT	
Serial Number:	76488331	OXYGEN ENERGY RECOVERY HOLOFIBER	
Serial Number:	76488397	HOLOFIBER	
Serial Number:	75662029	HOLOFIBER	
Serial Number:	75646140	HOLOFIBER	
CORRESPONDENCE DATA			
Fax Number:	(775)588-4970		
Phone:	775-588-6676		
Email:	dreilly@ajattorneys.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Alling & Jillson, LTD		
Address Line 1:	276 Kingsbury Grade, Suite 2000		
Address Line 2:	PO Box 3390		

OP \$165.00 77341708

900207287

**TRADEMARK
 REEL: 004661 FRAME: 0674**

Address Line 4: Stateline, NEVADA 89449

NAME OF SUBMITTER:

Davis J Reilly

Signature:

/Davis J Reilly/

Date:

11/16/2011

Total Attachments: 5

source=Security_Agreement_11 11 11#page1.tif

source=Security_Agreement_11 11 11#page2.tif

source=Security_Agreement_11 11 11#page3.tif

source=Security_Agreement_11 11 11#page4.tif

source=Security_Agreement_11 11 11#page5.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is entered into as of the 15th day of November, 2011, notwithstanding the later execution hereof (the "Effective Date"), by and between HOLOGENIX, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("Debtor") and NORTHERN TRUST COMPANY OF DELAWARE ("Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party have entered into a Loan Agreement (the "Loan Agreement") and Secured Promissory Note (the "Note") of even date herewith whereby Debtor as borrower shall borrow and Secured Party as lender shall lend certain funds; and

WHEREAS, in connection with such Loan Agreement and Note, Debtor as borrower thereunder agreed to grant a security interest in certain of its tangible and intangible assets to Lender to secure the obligations of the borrower under the Loan Agreement and Note; and

WHEREAS, Debtor and Secured Party wish to enter into this Security Agreement to memorialize their agreements with regard to the security interest to be granted under the Loan Agreement and Note;

NOW, THEREFORE, in consideration of a mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Debtor and Secured Party agree as follows:

1. Creation of Security Interest. Debtor hereby grants unto Secured Party a present security interest in all of Debtor's right, title and interest in and to that collateral more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Collateral"). The Collateral shall include all of Debtor's right, title and interest in and to all tangible and intangible assets of Debtor's business, including, without limitation, all accounts, notes, chattel, real and personal property holdings and rights, contracts, intellectual property and proprietary rights of Debtor.

2. Obligation of Debtor. Debtor as borrower under the Note has agreed to pay to Secured Party as lender the sums evidenced by the Note in the original principal amount of One Million Dollars (\$1,000,000.00) in accordance with the terms of said Note (the "Obligation"). In the event that said Note shall be subsequently amended, Debtor shall pay to Secured Party the sum evidenced and in a manner prescribed by said amendment.

3. Debtor's Covenants. Debtor covenants and agrees:

(a) To pay the Obligation to Secured Party in accordance with the Note;

- (b) Not to permit liens on the Collateral, except existing liens disclosed to and agreed to by Secured Party in writing, current tax liens, and purchase money liens, without the consent of Secured Party;
- (c) Not to use the Collateral for any unlawful purpose or in any way that may cause a material adverse change in Secured Party's interest in the Collateral; and
- (d) To notify Secured Party promptly in writing of any default, potential default, or similar development that would have a material adverse effect on Secured Party's interest in the Collateral.

4. Debtor's Warranties and Representations. Debtor covenants, warrants, and represents to Secured Party as of the date hereof as follows:

- (a) Debtor has a valid ownership interest in of the Collateral;
- (b) This Agreement is a valid and binding obligation of Debtor, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, and general principles of equity. When perfected, this Agreement shall create a first-priority security interest enforceable against the Collateral in which Debtor now has rights, and will create a first-priority security interest enforceable against the Collateral in which Debtor later acquires rights, when Debtor acquires those rights; and
- (c) Neither the execution and delivery of this Agreement, nor the taking of any action in compliance with it, will violate or breach any law, regulation, rule, order or judicial action binding on Debtor, any agreement to which Debtor is a party, or result in the creation of a lien against the Collateral except that created by this Agreement.

5. Termination of Agreement. This Agreement will terminate when Debtor completes performance of the Obligation to Secured Party. Secured Party shall be responsible for filing any termination statements or similar documents to demonstrate the fulfillment of the Obligation and the termination of this Agreement.

6. Default. Debtor shall be considered in default under this Agreement upon an Event of Default under the Note.

7. Remedies: Debtor and Secured Party shall have the following rights and remedies:

- (a) Secured Party may exercise all rights and remedies available to a secured creditor after default, including but not limited to the rights and remedies of secured creditors provided for in Article IX of the Uniform Commercial Code in effect in the State of Delaware at the date of this Security Agreement.
- (b) Debtor shall have all the rights and remedies before or after default provided for in the Uniform Commercial Code in effect in the State of Delaware at the date of this Security Agreement.

8. Attorneys' Fees and Costs. In any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees in addition to any other relief afforded.

9. Waiver; Modification. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

10. Survival of Representations and Warranties. Debtor's representations and warranties made in this Agreement will survive its execution and delivery.

11. Assignment and Binding Effect. This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Debtor and Secured Party.

12. Governing Law. This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of laws principles.

13. Severability. Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent not expressly set forth in this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall form one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto as of the day and date first set forth above.

DEBTOR:

HOLOGENIX, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY:



SETH CASDEN, CHIEF EXECUTIVE OFFICER

SECURED PARTY:

~~THE~~ NORTHERN TRUST COMPANY OF DELAWARE

BY:



Maria N. Iversen

TITLE:

Vice President

EXHIBIT A
COLLATERAL

All of Debtor's right, title and interest in and to all tangible and intangible assets of Debtor's business, including, without limitation, all accounts, deposit accounts, notes, instruments, chattel, chattel paper, electronic chattel paper, equipment, general intangibles, inventory, investment property, letter-of-credit rights, letters of credit, payment intangibles, promissory notes, tangible chattel paper, money, certificated securities, securities, real and personal property holdings and rights, contracts, intellectual property and proprietary rights of Debtor.

Said intellectual property shall include US Patent number 7074499 and the following US Trademarks: 1) Serial Number 77341708, Registration Number 3742871, 2) Serial Number 7734170, Registration Number 3742870, 3) Serial Number 76488331, Registration Number 3021383, 4) Serial Number 76488397, Registration Number 3055878, 5) Serial Number 75662029, Registration Number 2587070, 6) Serial Number 75646140, Registration Number 3018128.