

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caprion Proteomics Inc.		11/13/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	600, de la Gauchetiere Street West		
Internal Address:	4th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 4L2		
Entity Type:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78089745	CELLCARTA	
Registration Number:	2821727	CELLCARTA	
CORRESPONDENCE DATA			
Fax Number:	7043441483		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7042271073		
Email:	hlarkin@lawhssm.com		
Correspondent Name:	George W. Sistrunk III		
Address Line 1:	201 S. College Street, Suite 2020		
Address Line 4:	Charlotte, NORTH CAROLINA 28244		
ATTORNEY DOCKET NUMBER:	C382.019314		
NAME OF SUBMITTER:	George W. Sistrunk III		
SIGNATURE:	/George W. Sistrunk III/		
DATE SIGNED:	03/25/2014		
Total Attachments: 27			
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EXECUTION VERSION

DEED OF HYPOTHEC entered into in Montreal, Province of Quebec, as of November 13, 2012.

APPEARED: **NATIONAL BANK OF CANADA**, a Canadian chartered bank to which the *Bank Act* applies, having its head office at 600, de la Gauchetière Street West, 4th floor, Montréal, Québec, H3B 4L2.

Notice of address of the Secured Party having been registered in the RDPRM under number 000784.

(hereinafter the "**Secured Party**")

AND: **CAPRION PROTÉOMIQUE INC.**, a corporation governed by the *Business Corporations Act* (Quebec), having its domicile at 3900-201 avenue Président-Kennedy, Montréal, Québec, H2X3Y7.

(hereinafter, "**Protéomique**")

CAPRION PROTÉOME INC., a corporation governed by the *Business Corporations Act*, (Quebec), having its domicile at 3900-201 avenue Président-Kennedy, Montréal, Québec, H2X3Y7.

(hereinafter, "**Protéome**")

9248-8576 QUÉBEC INC., a corporation governed by the *Business Corporations Act* (Quebec), having its domicile at 3900-201 avenue Président-Kennedy, Montréal, Québec, H2X3Y7.

(hereinafter, "**9248**")

PROTEOMICS DIAGNOSTICS INC., a corporation governed by the *Canada Business Corporations Act*, having its domicile at 2500-1100 boulevard René-Lévesque, Montréal, Québec, H3B5C9.

(hereinafter, "**Diagnostics**")

(Protéomique, Protéome, 9248 and Diagnostics are hereinafter collectively referred to as the "**Grantors**" or individually as a "**Grantor**")

WHICH PARTIES AGREE WITH EACH OTHER AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined in this Deed have the meanings ascribed to them in the Credit Agreement. As used in this Deed, the following terms have the following meanings:

- 1.1.1 "**Charged Property**" has the meaning ascribed thereto in Section 2.1 hereof;
- 1.1.2 "**Civil Code**" means the Civil Code of Québec, as amended from time to time;
- 1.1.3 "**Claims**" means, regardless of the debtors or situs thereof, any and all of the Grantors' claims, debts and demands, whatever their cause or nature, whether or not they are certain, liquid or exigible; whether or not evidenced by any title (and whether or not such title is negotiable), notes, acceptances, bills of exchange or drafts; whether litigious or not; whether or not they have been previously or are to be invoiced; whether or not they constitute book debts, including (i) indemnities payable to the Grantors under any and all risk insurance policy, any life insurance policy or any liability insurance policy; (ii) the sums owing to the Grantors in connection with interest or currency exchange contracts and other treasury or hedging instruments, management of risks or derivative instruments existing in favour of the Grantors, and (iii) the Grantors' rights in any credit balances, monies or deposits in accounts held for it by the Secured Party (subject to the Secured Party's compensation or set off-rights) or by any financial institution or any other Person, (iv) all judgments, rights and accessories thereto (including Liens in support thereof), and (v) all books, papers, invoices, notes and data files evidencing, recording or supporting the same;
- 1.1.4 "**Conventional Security**" means a conventional hypothec, a resolatory right, a right of redemption, a reservation of ownership, a trust and any security device or other real right, whether or not capable of registration, granted by agreement for the purpose of securing the performance of an obligation;
- 1.1.5 "**Credit Agreement**" means the credit agreement dated on or about November 13, 2012 between Protéomique, as borrower, and the Secured Party, as lender, as such agreement may be amended, restated, supplemented or otherwise modified from time to time;
- 1.1.6 "**Enterprise**" has the meaning ascribed thereto in Article 1525 of the Civil Code;
- 1.1.7 "**Grantors**" means Protéomique, Protéome, 9248 and Diagnostics, and their respective successors and permitted assigns;
- 1.1.8 "**Hypothec**" means the hypothec created under Section 2.1 hereof;
- 1.1.9 "**Pledged Certificated Securities**" has the meaning ascribed thereto in Section 6.2 hereof;

- 1.1.10 "Receiver" has the meaning ascribed thereto in Section 9.7.1 hereof;
- 1.1.11 "Restricted Property" has the meaning ascribed thereto in Section 2.3 hereof;
- 1.1.12 "Secured Obligations" means all of the obligations which are to be secured by the Hypothec pursuant to Article 4 hereof;
- 1.1.13 "Securities" means (i) all securities (within the meaning of the Transfer Act) and all other shares, debentures, partnership or trust units, bonds, obligations, rights, options, warrants, debt securities, investment certificates, units in mutual funds, certificates or other instruments representing such property, now or hereafter owned or held by any of the Grantors or on their behalf, (ii) all security entitlements (within the meaning of the Transfer Act) now or hereafter held by any of the Grantors or on their behalf, and (iii) property received or issued pursuant to the purchase, redemption, conversion, cancellation or other transformation of any of the foregoing, together with all renewals thereof, and substitutions and additions thereto, and all rights and proceeds in respect thereof, but excludes all ULC Shares;
- 1.1.14 "This Deed", "these presents", "herein", "hereby", "hereunder", "hereof" and similar expressions refer to this Deed, and to any deed or document supplemental or complementary hereto or amending this Deed;
- 1.1.15 "Transfer Act" means *An Act respecting the transfer of securities and the establishment of security entitlements*, as amended from time to time; and
- 1.1.16 "ULC Shares" means in respect of each Grantor, shares in any unlimited company, unlimited liability corporation or unlimited liability company at any time owned or otherwise held by such Grantor.

1.2 Gender and Number

Any reference in this Deed to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

1.3 Headings

The division of this Deed into Articles, Sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenient reference only and do not affect the interpretation of the present Deed. Unless otherwise indicated, a reference to a particular Article, Section, subsection, paragraph or subparagraph is a reference to the particular Article, Section, subsection, paragraph or subparagraph in this Deed.

1.4 Benefits of this Deed

The parties hereto will be bound by the provisions hereof and the benefits, rights, remedies or claims under this Deed will enure to them to the exclusion of any others.

1.5 Delays and Calculation of Delays

The delays provided hereunder are calculated simultaneously with the delays imposed by Law and are not in addition to such delays. In the calculation of delays, the first day is not included but the last is. When the date on which a delay expires or a payment has to be made or an act has to be done is not a Business Day, the delay expires or the payment must be made or the act must be done on the following Business Day, unless the context indicates otherwise.

1.6 Primacy of Credit Agreement

In the event of any inconsistency, contradiction or conflict between the provisions hereof and the provisions of the Credit Agreement, the provisions of the Credit Agreement will prevail to the extent of such inconsistency, contradiction or conflict, save and except in respect of the provisions of this Deed which relate to the creation and enforcement of the Hypothec, which provisions will prevail over the provisions of the Credit Agreement to the extent of any conflict.

1.7 Certain Phrases

In this Deed, (i) the words "including", "includes" and "include" and any derivatives of such words mean, "including (or includes or include) without limitation," and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning, means "the aggregate (or total or sum), without duplication, of".

2. HYPOTHEC

2.1 Hypothec

Each Grantor hereby hypothecates in favour of the Secured Party, the universality of all of such Grantor's movable property, corporeal and incorporeal, present and future, of whatever nature and kind and wherever situate, other than ULC Shares, and all insurance indemnities pertaining thereto (the "Charged Property").

2.2 Replacement Property

Any and all Charged Property which is acquired, transformed or manufactured after the date of this Deed will be charged by the Hypothec, (i) whether or not such property has been acquired in replacement of other Charged Property which may have been alienated by a Grantor in the ordinary course of business, (ii) whether or not such property results from a transformation, mixture or combination of any Charged Property, and (iii) in the case of securities, whether or not they have been issued pursuant to the purchase, redemption, conversion or cancellation or any other transformation of the charged securities, and, the whole, without the Secured Party being required to register or re-register any notice whatsoever, the property charged under the Hypothec being the universality of the Grantors' present and future movable property, other than all ULC Shares.

2.3 Limitations regarding Certain Charged Property

If (i) any of the Charged Property may not be assigned, subleased, charged or encumbered without the leave, license, consent or approval of the applicable counterparty, Governmental Entity or any other Person, or (ii) the creation of the Hypothec would constitute a breach of the terms of, or permit any Person to terminate, any contract, right, franchise, license,

Approval or permit to which a Grantor is a party or of which a Grantor has the benefit (collectively, the "**Restricted Property**"), the Hypothec herein created on any Restricted Property is under the suspensive condition of obtaining such leave, license, consent or approval or such consent as is necessary to preclude the occurrence of an event described in (ii), as the case may be. Upon obtaining the applicable leave, license, consent or approval, the Hypothec will apply in respect of the relevant Restricted Property without regard to this Section 2.3 and without the necessity of any further act or delivery by any Person.

3. AMOUNT OF THE HYPOTHEC

The amount for which the Hypothec is granted is a principal amount of THIRTY FIVE MILLION Dollars (Cdn\$35,000,000) with interest thereon from the date of this Deed at the rate of twenty-five percent (25%) per annum.

4. SECURED OBLIGATIONS

The Hypothec secures the payment and performance by the Grantors of all of their respective obligations, present and future, direct and indirect, absolute and contingent, presently owing and due and hereafter to become owing and due to the Secured Party in connection with the Facilities under the terms and conditions of the Loan Documents (including, without limitation, the obligation of Protéomique to repay the Loans) and any Derivative Instrument or Mastercard credit card facility agreement concluded from time to time by Protéomique and the Secured Party or any of its Affiliates (the "**Secured Obligations**").

Any future Secured Obligation will be deemed to be one in respect of which the Grantors have once again obligated themselves hereunder according to the provisions of Article 2797 of the Civil Code.

5. ADDITIONAL PROVISIONS PERTAINING TO CLAIMS FORMING PART OF THE CHARGED PROPERTY

5.1 Authorization to Collect

The Secured Party hereby authorizes the Grantors to collect all Claims. However, upon the occurrence of a Default which is continuing past the applicable cure period (if any), such authorization may be withdrawn at any time by the Secured Party by written notice with respect to all or any part of the Claims, whereupon the Secured Party will be free to itself effect such collection and to exercise any of the rights referred to in Section 5.2 below. In such event, the Grantors shall then remit to the Secured Party all records, books, invoices, bills, contracts, titles, papers and other documents related to the Claims. If sums payable under such Claims and property are paid to a Grantor after such authorization is withdrawn (and even if such withdrawal is not yet registered or delivered to the holders of such Claims), such Grantor will receive same as mandatary of the Secured Party and shall remit same to the Secured Party promptly without the necessity of any demand to this effect.

5.2 Collection

The Secured Party may, following the withdrawal of authorization referred to above in Section 5.1, collect all Claims in accordance with what is provided for by Law. The Secured Party may further exercise any rights regarding such Claims and more particularly, it may grant or refuse any consent which may be required from any Grantor in its capacity as owner of such Claims, and will not, in the exercise of such right, be required to obtain the consent of such

Grantor or serve such Grantor any notice thereof, nor will it be under any obligation to establish that such Grantor has refused or neglected to exercise such rights. The Secured Party may further grant delays, take or abandon any security, make arrangements with debtors of any Claims, make compromises, grant releases and generally deal at its discretion with matters concerning all Claims without the intervention or consent of any Grantor. In exercising any of the rights referred to in this Section 5.2, the Secured Party is relieved of any obligation to inform the Grantors of any irregularity in the payment of any Claim and will not be liable for any loss or damage which may result from the exercise of its rights except in the case of its own intentional or gross fault.

5.3 Render Opposable

If any of the Claims are themselves secured by a Conventional Security or any other right susceptible of publication under Law, the Secured Party will have the right to accomplish, at the expense of the Grantors, all the formalities required to set up against the third party debtors the hypothecary rights of the Secured Party upon such Claims and accessories thereof.

5.4 Assignment of Claims subject to the *Financial Administration Act*

Each Grantor hereby assigns to the Secured Party by way of absolute assignment, such assignment to become effective only upon the occurrence of a Default which is continuing past the applicable cure period (if any), all its present and future Claims which are subject to Sections 67 and 68 of the *Financial Administration Act* (Canada) or analogous legislation, as collateral and continuing security for the performance of all Secured Obligations. The Secured Party may, at any time following the occurrence of a Default which is continuing past the applicable cure period (if any), fulfill any of the formalities required by Law to make such transfer enforceable. Following the collection by the Lender of a Claim assigned to it pursuant to this Section 5.4, the Lender shall remit to the relevant Grantor, after the indefeasible payment in full of the Secured Obligations, any sum collected in excess of the Secured Obligations.

6. ADDITIONAL PROVISIONS PERTAINING TO SECURITIES FORMING PART OF THE CHARGED PROPERTY

6.1 Interpretation

The following terms, when used in this Article 6, are to be interpreted within the meaning attributed to such terms in the Transfer Act, unless otherwise herein defined: "certificated securities", "uncertificated securities", "control", "financial asset", "security entitlement", "securities account", "securities intermediary", "control agreement" and "security". For greater certainty, the capitalized term "Securities" has the meaning ascribed thereto in Section 1.1.

6.2 Certificated Securities

If any Grantor now or hereafter acquires any Charged Property consisting of certificated securities, such Grantor shall notify the Secured Party thereof in writing and, at the request of the Secured Party, promptly deliver to the Secured Party any and all certificates representing such Charged Property (collectively, the "**Pledged Certificated Securities**") and other materials as may be required from time to time to provide the Secured Party with control over all Pledged Certificated Securities including undated transfer forms endorsed in blank by such Grantor in respect of the Pledged Certificated Securities.

6.3 Uncertificated Securities

If any Grantor now or hereafter acquires any Charged Property consisting of uncertificated securities, such Grantor shall notify the Secured Party thereof in writing and, at the request of the Secured Party, promptly deliver to the Secured Party any and all such documents, agreements and other materials, and cause to be performed such acts, as may be required from time to time to provide the Secured Party with control over all such Charged Property including a control agreement with each issuer of such uncertificated securities.

6.4 Security Entitlements

If any Grantor now or hereafter acquires any Charged Property consisting of certificated securities, uncertificated securities, or other financial assets that are held by the Grantor or its nominee in a securities account maintained by a securities intermediary, such Grantor shall notify the Secured Party thereof in writing and, at the request of the Secured Party, promptly deliver to the Secured Party any and all such documents, agreements and other materials, and cause to be performed such acts, as may be required from time to time to provide the Secured Party with control over all such Charged Property including a control agreement with each such securities intermediary in respect of such Charged Property.

6.5 Hypothec with Delivery

The hypothec with delivery or pledge created in accordance with Sections 6.2, 6.3 and 6.4 of this Deed, except as to same being with delivery, will be governed by the terms and conditions applicable to the Hypothec as set out in this Deed.

6.6 Control and Subordination

The Grantors shall not cause or permit any Person other than the Secured Party to have control of any of the Securities, other than control in favour of any securities intermediary which has subordinated its Lien to the Liens of the Secured Party pursuant to documentation in form and substance satisfactory to the Secured Party.

6.7 Pre-default Rights

Until the occurrence of a Default which is continuing past the applicable cure period (if any), the Grantors will be entitled to exercise all rights in connection with the Securities, including any right to vote and any right of conversion or redemption, provided such rights are not exercised in a manner which (i) would impair the value of the Securities, or (ii) would have the effect of limiting the rights of the Secured Party hereunder or, as applicable, under any control agreement.

6.8 Post-default Rights

6.8.1 Upon the occurrence of a Default which is continuing past the applicable cure period (if any), the Secured Party is hereby irrevocably authorized and empowered to complete the blanks in any transfer form or power of attorney of any Securities, if applicable, with such names and dates and in such manner as the Secured Party may deem advisable and to deal with and deliver the same in the manner herein provided. Such rights of the Secured Party will survive and have effect notwithstanding the dissolution of any of the Grantors or the appointment of any trustee or receiver to its assets.

- 6.8.2 Upon the occurrence of a Default which is continuing past the applicable cure period (if any), the Secured Party may:
- (a) transfer any Securities or any part thereof into its own name or that of a third party appointed by it and present a request to the issuer thereof or the transfer agent in respect thereof, as the case may be, to register such transfer so that the Secured Party or other transferee may appear as the sole registered holder thereof;
 - (b) directly or through a third party appointed by the Secured Party, exercise all voting rights and any other right attached to the Securities (without any obligation of the Secured Party to do so);
 - (c) collect revenues, dividends and capital distributions and the Grantors will cease to have any right thereto and the Secured Party may either hold same as Charged Property or apply them in reduction of the Secured Obligations; and
 - (d) give the Grantors a proxy, revocable at any time, authorizing the Grantors to exercise, in whole or in part, all voting rights and any other rights attached to the Securities.

7. REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants that:

7.1 Title to Charged Property

It has full, good and lawful authority to hypothecate its Charged Property as provided in this Deed. It shall preserve, warrant and defend the title to its material property and rights and every part thereof, as well as to all other material property and rights hereafter acquired by such Grantor and which may, for the time being and from time to time, form part of its Charged Property, for the benefit of the Secured Party, against the claims and demands of all Persons whomsoever.

7.2 No Inchoate Liens

It has not executed or agreed to execute any deed, document, contract or agreement with any Person whomsoever which would necessitate or result in the creation in favour of such Person of any Lien whatsoever on its Charged Property, subject however to Permitted Encumbrances, and no creditor of such Grantor has, within the meaning of Articles 2699 and 2708 of the Civil Code, given value to the Grantor in the ten (10) days preceding the execution of this Deed.

7.3 Claims subject to the *Financial Administration Act* (Canada)

It has no Claim in excess of One Hundred Thousand Canadian Dollars (Cdn\$100,000) falling under Section 5.4 hereof other than those indicated in Schedule "A" (Section 11.1).

7.4 Claims secured by Registered Hypothec

It has no Claim which is secured by registered hypothec other than those indicated in Schedule "B" (Section 11.2).

7.5 Places of Business, Legal Name

Its registered office and principal place of business in the province of Québec is at the address specified in the appearances of this Deed, and its full legal name, and the only name under which it conducts its business (other than the English version thereof), is the name specified on the signature pages of this Deed.

7.6 Registered Intellectual Property

It has no intellectual property registered with the Canadian Intellectual Property Office or other analogous office or body in other jurisdictions, except as described in Schedule "C" hereto (Section 11.3).

7.7 Securities

7.7.1 Schedule "D" (Section 11.4) lists all Securities owned or held by such Grantor and all securities accounts of such Grantor on the date of this Deed. Schedule "D" (Section 11.4) sets out whether the Securities are certificated securities or uncertificated securities.

7.7.2 No Person has any written or oral option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by Law or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement to acquire any right or interest in any of the Securities listed in Schedule "D" (Section 11.4).

8. COVENANTS

Each Grantor covenants:

8.1 Repair

That it will at all times preserve, repair and keep in good repair, order and condition, or cause to be so preserved, repaired and kept in good repair, order and condition, up to such Grantor's normal standard of usage, wear, tear and depreciation excepted (collectively, "**Preserve**"), all buildings, works, erections, machinery and plants used in or in connection with its business (collectively, "**Installations**"), and renew and replace, or cause to be renewed and replaced (collectively, "**Replace**"), any and all of the same which may become worn, dilapidated, unserviceable or destroyed, even by a fortuitous event, fire or other cause and will, at all reasonable times, allow the Secured Party or its representatives access thereto in order to view the state and condition of same; provided however that, in respect of any Installations or other property which such Grantor shall have ceased to operate or cause to be operated or shall be excess or obsolete, such Grantor shall be under no obligation to Preserve or Replace same.

8.2 Insurance Proceeds not payment of Secured Obligations

That in no case shall the receipt by the Secured Party of any proceeds of insurance under the terms of this Deed be deemed to be a payment on account of any of the Secured Obligations, unless such proceeds are expressly and effectively imputed to the Secured Obligations in accordance with the Credit Agreement, nor shall the Hypothec hereby created be lessened, prejudiced or in any other way interfered with by reason of any such receipt, any Law, usage, or custom to the contrary notwithstanding.

8.3 Facilitating Realization of Security

That it will, from time to time, execute and do or cause to be executed and done all such documents, instruments and things and provide all such assurances as the Secured Party may reasonably require in order to facilitate the realization of its Charged Property, exercise all the powers and discretions hereby conferred upon the Secured Party and confirm to any purchaser of any of its Charged Property the title to the property sold or proposed to be sold, and each Grantor will give or cause to be given all notices and directions as the Secured Party may consider appropriate.

8.4 Information

To give notice in writing to the Secured Party:

- 8.4.1 of any change whatsoever in the representations and warranties mentioned in Article 7 hereof;
- 8.4.2 of the name of any surety (guarantor) which may have guaranteed the payment of Claims hypothecated hereby;
- 8.4.3 of the existence of any security, hypothec, prior claims or property right retained or assigned securing Claims and, in such cases, to provide the Secured Party, upon demand, with satisfactory proof that such security or hypothec has been registered or published in accordance with Law in order for the rights of the Secured Party to be set up against third Persons;
- 8.4.4 of the existence and details of any new Claim falling under Section 5.4 hereof; and
- 8.4.5 of the name of the insurers under insurance contracts covering the Charged Property.

8.5 Preservation of the Hypothec

To perform all acts and execute all deeds and documents (including notices or renewals) necessary to give full effect to this Deed and to ensure that it is at all times fully opposable to third parties.

8.6 Compensation, Fees and Expenses

Subject to the Credit Agreement, to pay all reasonable costs and expenses relating to this Deed as well as all reasonable costs and expenses incurred to set up the rights of the Secured Party against third Persons, and all discharge fees (such costs and expenses shall

include all reasonable fees and expenses of consultants, mandataries or counsel retained for any appraisal required in case of Default that is continuing part of the applicable cure period (if any), as well as reasonable administrative fees and, as the case may be); to reimburse the Secured Party for all Realization Costs and all other costs and expenses incurred by it for the purpose of carrying out the Grantors' obligations; the repayment of such costs and expenses shall be secured by this Deed.

8.7 Transformation

To refrain from mixing or combining the corporeal Charged Property with other movable property belonging to a third party, or from transforming the same, except in the normal course of the Grantors' Enterprises or unless consented to in writing by the Secured Party.

9. SECURED PARTY'S RECOURSES IN CASE OF DEFAULT

The provisions of this Article 9 will apply only in connection with the exercise by the Secured Party of its hypothecary rights and recourses in the event of a Default which is continuing past the applicable cure period (if any).

9.1 Rights of the Secured Party

Whatever hypothecary rights the Secured Party elects to exercise, the following provisions will apply upon the exercise of any hypothecary right of the Secured Party:

- 9.1.1 the Secured Party may, in its discretion, at the Grantors' expense:
- (a) pursue the transformation of the Charged Property or any work in process or unfinished goods comprised in the Charged Property and complete the manufacture or processing thereof or proceed with any operations to which such property is submitted by the Grantors in the ordinary course of their Enterprises and acquire property for such purposes;
 - (b) alienate or dispose of any Charged Property which may be obsolete, may perish or is likely to deteriorate rapidly;
 - (c) use for its benefit any information obtained while exercising its rights;
 - (d) perform any obligation or covenant of the Grantors;
 - (e) exercise any right attached to the Charged Property on such conditions and in such manner as it may determine, acting reasonably, including the granting of licences whether general or special on an exclusive or non-exclusive basis, of any intellectual property charged hereunder;
 - (f) for the exercise of any of its rights, utilize without charge the Grantors' premises, whether owned or leased, equipment, machinery, process, information, records, computer programs and intellectual property;
 - (g) borrow monies or lend monies and, in such cases, the monies borrowed or lent by the Secured Party will bear interest at the rate then obtained or charged by the Secured Party for such borrowing or loan. The Grantors shall reimburse these monies on demand and, until they have been repaid in full,

such monies and interest thereon will be secured by the present Hypothec and be paid in priority to any other sums secured hereunder; and

- (h) maintain or repair, restore or renovate, begin or complete any construction work on or related to the Charged Property.
- 9.1.2 the Secured Party shall exercise its rights in good faith in order to attempt to reduce the Secured Obligations, in a reasonable manner, taking into account all circumstances;
- 9.1.3 the Secured Party may, directly or indirectly, purchase or otherwise acquire any of the Charged Property;
- 9.1.4 the Secured Party, when exercising its rights, may, acting reasonably, waive any right of the Grantors, with or without consideration therefor;
- 9.1.5 the Secured Party will have no obligation to make an inventory of the Charged Property, to take out any kind of insurance with respect thereto or to grant any security whatsoever;
- 9.1.6 the Secured Party will not be bound to continue to carry on the Grantors' Enterprises or to make any productive use of the Charged Property or to maintain such property in operating condition; and
- 9.1.7 the Grantors shall, upon request of the Secured Party, move the Charged Property to, and render it available to the Secured Party at, premises designated by the Secured Party which, in its opinion, will be more suitable in the circumstances.

9.2 Grantors' Remedy

If the Grantors remedy the Default mentioned in the prior notice of exercise of hypothecary rights, the Grantors shall, as required by Law, pay all reasonable costs incurred by the Secured Party by reason of the Default. These costs will include the administrative fees of the Secured Party, the legal fees of its legal advisers and fees paid to experts.

9.3 Taking in Payment

If the Secured Party elects to exercise its right to take in payment the Charged Property and the Grantors require that the Secured Party instead sell, by itself or under judicial authority, the Charged Property on which such right is exercised, the Grantors acknowledge that the Secured Party will not be bound to abandon its recourse of taking in payment unless, prior to the expiry of the time period allocated for surrender, the Secured Party (i) has been granted a security satisfactory to it, to ensure that the proceeds of the sale of the Charged Property will be sufficient to pay the Secured Obligations in full, (ii) has been reimbursed for all reasonable costs and expenses incurred in connection with this Deed, including all fees of consultants and legal advisers and (iii) has been advanced the necessary sums for the sale of said Charged Property. The Grantors further acknowledge that the Secured Party alone is entitled to select the type of sale it may wish to conduct or have conducted.

9.4 Surrender of Charged Property

Upon the occurrence of a Default which is continuing past the applicable cure period (if any), the Grantors shall surrender the Charged Property to the Secured Party. The Grantors will be deemed to have surrendered the Charged Property which is in the possession of the Secured Party, or of a third party on its behalf, if the Secured Party has not, within the delays determined by Law or by a tribunal to surrender, received written notice from the Grantors to the effect that they intend to contest the exercise of the hypothecary recourse set forth in the prior notice.

9.5 Evaluation

Where the Secured Party sells the Charged Property itself, it will not be required to obtain any prior evaluation by a third party.

9.6 Sale of Charged Property

The Secured Party may elect to sell the Charged Property after giving such prior notices as may be required by Law. The sale may be made with legal warranty given by the Grantors or with complete or partial exclusion of such warranty. The sale may also be made for cash or with a term or under such reasonable conditions as are determined by the Secured Party. Upon failure of payment of the purchase price, the Secured Party may resiliate or resolve such sale and such Charged Property may then be resold.

9.7 Appointment by Secured Party

9.7.1 The Secured Party may appoint an agent, a receiver, or a receiver and manager (collectively a "Receiver") over all or any portion of the Charged Property by written instrument in accordance with Section 9.7.2 or may apply to a court for the appointment of a Receiver to take possession of all or such part of the Charged Property as the Secured Party will designate, with such duties, powers and obligations as the court making the appointment will confer, and the Grantors hereby irrevocably consent to the appointment of such Receiver.

9.7.2 The Secured Party may appoint, by written instrument, a Receiver of any or all of the Charged Property with such rights, powers and authority (including any or all of the rights, powers and authority of the Secured Party under this Deed) in respect of the Grantors or the Charged Property as may be provided for in the instrument of appointment or any supplemental instrument, and remove or replace any such Receiver from time to time. To the extent permitted by Law, any Receiver appointed by the Secured Party will be considered to be the agent of the Grantors and not of the Secured Party.

9.8 Liability of Grantors

Except if the right of taking in payment is exercised, the Grantors will remain liable to the Secured Party for any deficiency remaining after the application of the proceeds of any sale, lease or disposition of the Charged Property by the Secured Party.

9.9 Protection of the Secured Party in respect of any Realization of the Charged Property

Notwithstanding any applicable provision of any Laws to the contrary, in the context of any realization of the whole or any part of the Charged Property:

- 9.9.1 the Secured Party may, in relation to these presents, act on the opinion or advice of or information obtained from any qualified advocate, appraiser, evaluator, auditor, engineer, surveyor, broker, auctioneer or other expert, whether obtained by the Secured Party, the Grantors or otherwise, and the Secured Party shall not be responsible for any loss whatsoever occasioned by acting or not acting thereon, as the case may be, and it may employ any third party assistance as may be necessary for the performance of its duties and may reasonably and adequately compensate such agents and attorneys for all such information or such legal or other advice or assistance as aforesaid;
- 9.9.2 the Secured Party shall have, as regards any administration by it of the Charged Property and as regards all the powers and discretions vested in it under the terms of this Deed or any applicable provision of any Law, absolute discretion as to the exercise thereof, whether in respect of the manner, the mode or the time for the exercise thereof, and the Secured Party shall not be in any way responsible for any loss, costs, damages or inconvenience whatsoever that may result from the exercise or non-exercise thereof;
- 9.9.3 the Secured Party may appoint, designate or employ as its sub-agents, any attorneys, bankers advocates, agents, officers or other Persons and any national firm of independent chartered accountants of recognized standing in order to act for and in the name of the Secured Party in any realization of the whole or any part of the Charged Property and such sub-agent:
 - (a) shall only be authorized to act under the terms of demands, requests or instructions issued or made by the Secured Party, in respect of any procedure, act, power, right, matter or thing relating to or granted under the terms of its mandate; and
 - (b) may be replaced by any Person which the Secured Party shall have accepted.

it being expressly understood, however, that the Secured Party shall not be in any way responsible for the misconduct of any such sub-agent so appointed or for any loss whatsoever resulting from such misconduct or any failing of any such sub-agent and the Secured Party shall not be bound to supervise the actions of any such sub-agent.

9.10 Waiver of Exercise of Rights

The Secured Party may waive in writing any default or any rights hereunder. Any such action on the part of the Secured Party shall not affect any subsequent default or remedies arising therefrom.

10. GENERAL PROVISIONS

10.1 Additional Security

This Deed does not operate as a novation. Further, the Hypothec is in addition to and not in substitution of or in replacement for any other hypothec or security held or which may hereafter be held by the Secured Party and will not affect the Secured Party's rights of compensation and set-off.

10.2 Investments

The Secured Party may, at its entire discretion, invest any monies or instruments received or held by it pursuant to this Deed or deposit them in an account without having to comply with any legal provisions concerning the investment of property of others.

10.3 Set-off

Provided the Secured Obligations are due and exigible or that the Secured Party is entitled to declare them owing and exigible, the Secured Party may compensate and set-off any Secured Obligations with any and all amounts then owed to the Grantors by the Secured Party in any capacity, whether such amount be exigible or not, and the Secured Party will then be deemed to have exercised such right to compensate and set-off as at the time the decision was taken by it even though the appropriate entries have not yet been made in its records.

10.4 Delays

The Secured Party may grant delays, take any security or renounce thereto, accept compromises, grant quittances and releases and generally deal, in its entire discretion, with any matters related to the Charged Property, the whole without limiting the rights of the Secured Party and without limiting the liability of the Grantors.

10.5 Continuing Security

The Hypothec will be continuing security and will remain in full force and effect until the execution of a final release and discharge by the Secured Party which shall be delivered promptly upon request of the Grantors upon full and indefeasible repayment of the Obligations and the termination of the Secured Party's Commitment under the Credit Agreement.

10.6 Time of the Essence

The Grantors will be deemed *en demeure* by the mere lapse of time provided for the Grantors to perform their obligations or the expiry of any term therefor, without the Secured Party being obliged to serve any notice or prior notice upon the Grantors.

10.7 Cumulative Rights

The rights and recourses of the Secured Party hereunder are cumulative and do not exclude any other rights and recourses which the Secured Party might have. No waiver by the Secured Party of any of the provisions of this Deed will constitute a waiver of any other provision (whether or not similar) or be deemed to be a waiver with respect to any other future instance involving the same provisions. No waiver will be binding unless executed by the Secured Party in writing. The Secured Party's failure or delay in exercising any right under this

Deed will not operate as a waiver of that right. A single or partial exercise of any right will not preclude the Secured Party from any further exercise of that right or the exercise of any other right it may have. The Secured Party may exercise its rights hereunder without any obligation to exercise any right against any other Person liable for payment of the Secured Obligations and without having to enforce any other security granted with respect to the Secured Obligations.

10.8 Designation of Secured Party as Mandatary

Without limiting the Secured Party's rights under Article 6 hereof, the Grantors hereby irrevocably appoint the Secured Party, who hereby accepts, as its mandatary with full power of substitution and authority for the purposes of this Deed and for the purpose of carrying out any and all acts, and executing any and all deeds, proxies or other documents which the Secured Party may deem useful in order to exercise its rights or which the Grantors neglect or refuse to execute or to carry out, which mandate may be exercised by the Secured Party following the occurrence of a Default which is continuing past the applicable cure period (if any).

10.9 Performance

The Secured Party may, at its entire discretion, perform any of the obligations of the Grantors under this Deed, should there be a Default which is continuing past the applicable cure period (if any).

10.10 Liability

The Secured Party will not be liable for material injuries or damages resulting from its fault, or the fault of its agents, officers, consultants, unless such fault is gross or intentional.

10.11 No Obligations

The Secured Party will not have any obligation or liability under the contracts and agreements included in the Charged Property by reason of this Deed. Furthermore, the Secured Party will not be obligated to perform any of the obligations or duties of the Grantors under such contracts and agreements or to take any action to collect or enforce any Claim for payment charged hereunder.

10.12 Successors and Assigns

This Deed is binding upon and enures to the benefit of each of the Secured Party and the Grantors, and their respective successors and permitted assigns.

10.13 Severability

If any provision of this Deed is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision or part thereof will be severed from this Deed and the remaining part of such provision and all other provisions will continue in full force and effect.

10.14 Notices

Any notice to the Grantors or the Secured Party is to be delivered in accordance with the provisions provided for such purpose in the Credit Agreement.

10.15 Administration by Secured Party

The provisions of Title Seven of Book Four of the Civil Code will not apply to any administration by the Secured Party under this Deed.

10.16 Governing Law

This Deed is governed by, and shall be interpreted and enforced in accordance with the laws of the Province of Quebec, and the federal laws of Canada applicable therein.

10.17 Amendments

This Deed may only be amended or otherwise modified by written agreement signed by the parties hereto.

10.18 English Language

The parties hereto have agreed that this Deed as well as any notice, document or instrument relating to it be drawn up in English only but without prejudice to any such notice, document or instrument which may from time to time be drawn up in French only or in both French and English. *Les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels avis, actes ou documents qui pourraient à l'occasion être rédigés en français seulement ou à la fois en anglais et en français.*

11. SCHEDULES

11.1 Schedule "A" - Claims subject to the *Financial Administration Act* (Canada) (Section 7.3)

11.2 Schedule "B" - Claims secured by Registered Hypothec (Section 7.4)

11.3 Schedule "C" - Registered Intellectual Property (Section 7.6)

- (a) Patents and Industrial Design;
- (b) Trademarks;
- (c) Copy Rights;

11.4 Schedule "D" - Securities (Section 7.7)

IN WITNESS WHEREOF, the parties hereto have signed this Deed of hypothec as of the date and in the place first hereinabove mentioned.

Secured Party:

NATIONAL BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Protéomique:

CAPRION PROTÉOMIQUE INC.

Per: *A. M. Minocherhomjce*
Name: Arda Minocherhomjce
Title: Chairman

Per: _____
Name:
Title:

Protéome:

CAPRION PROTÉOME INC.

Per: *A. M. Minocherhomjce*
Name: Arda Minocherhomjce
Title: Chairman

Per: _____
Name:
Title:


[Signature page to the Deed of hypothec]

IN WITNESS WHEREOF, the parties hereto have signed this Deed of hypothec as of the date and in the place first hereinabove mentioned.

Secured Party:

NATIONAL BANK OF CANADA

LUDOVIC CARDINAL
Directeur de comptes
Secteur SAE 08
Télé: 1886-1


Name: _____
Title: _____
Per: _____
Name: _____
Title: _____

Protéomique:

CAPRION PROTÉOMIQUE INC.

Per: _____
Name: _____
Title: _____
Per: _____
Name: _____
Title: _____

Protéome:

CAPRION PROTÉOME INC.

Per: _____
Name: _____
Title: _____
Per: _____
Name: _____
Title: _____

[Signature page to the Deed of hypothec]

IN WITNESS WHEREOF, the parties hereto have signed this Deed of hypothec as of the date and in the place first hereinabove mentioned.

Secured Party:

NATIONAL BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Protéomique:

CAPRION PROTÉOMIQUE INC.

Per: *A. Minucheshomjee*
Name: Arda Minucheshomjee
Title: Chairman

Per: _____
Name:
Title:

Protéome:

CAPRION PROTÉOME INC.

Per: *A. Minucheshomjee*
Name: Arda Minucheshomjee
Title: Chairman

Per: _____
Name:
Title:

[Signature page to the Deed of hypothec]

ImmuneCarta:

9248-8576 QUÉBEC INC.

Per: A. M. Minocherhomjee
Name: Arda Minocherhomjee
Title: Chairman

Per: _____
Name:
Title:

Diagnostics:

PROTEOMICS DIAGNOSTICS INC.

Per: A. M. Minocherhomjee
Name: Arda Minocherhomjee
Title: Chairman

Per: _____
Name:
Title:

(Signature page to the Deed of hypothec)

Schedule "A" - Claims subject to the *Financial Administration Act* (Canada)

Nil.

Schedule "B" - Claims secured by Registered Hypothec

Nil.

Schedule "C" – Registered Intellectual Property

Note: * indicates that assignment into name of Caprion Proteomics Inc. has not yet been registered at intellectual property office.

Caprion Proteomics Inc.

Patents:

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Date Issue
Prion Protein Peptides And Uses Thereof	Japan	2001-504406	2003-521477	—
*Prion Protein Peptides And Uses Thereof	Mexico	PA/a/01/013 186	—	—
*Prion Protein Peptides And Uses Thereof	New Zealand	516240 6/23/2000	—	516240 3/9/2006

Trademark Applications and Registrations:

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services
CAPRION	Canada	1225878 8/4/2004	TMA6747 75 10/13/2006	GOODS: (1) PHARMACEUTICAL PREPARATIONS, NAMELY, ANTI-INFECTIVES AND ANTICANCER THERAPEUTICS; COMPUTER SOFTWARE FOR USE IN DRUG DEVELOPMENT AND SCIENTIFIC RESEARCH. SERVICES: (1) DRUG DEVELOPMENT SERVICES AND SCIENTIFIC RESEARCH SERVICES, INCLUDING PROTEOMICS AND BIOINFORMATICS.
CELLCARTA	Canada	1136974 4/10/2002	TMA6308 00 1/21/2005	SERVICES: (1) DRUG DISCOVERY SERVICES; PHARMACEUTICAL RESEARCH SERVICES, NAMELY, PROTEOMIC DISEASE MODELING USING BIOINFORMATICS TO ANALYZE, MAP, AND STORE THE PROTEIN DIFFERENCES BETWEEN NORMAL AND DISEASED CELLS; ANALYSIS

				OF PROTEIN-PROTEIN INTERACTIONS AND PROTEIN MOVEMENT OR TRAFFICKING. (2) PHARMACEUTICAL DRUG DEVELOPMENT SERVICES AND SCIENTIFIC RESEARCH SERVICES, NAMELY PROTEOMIC DISEASE MODELING USING BIOINFORMATICS TO ANALYZE, MAP, AND STORE THE PROTEIN DIFFERENCES BETWEEN NORMAL AND DISEASED CELLS AND ANALYSIS OF PROTEIN PROTEIN INTERACTIONS AND PROTEIN MOVEMENT OR TRAFFICKING.
CELLCARTA	Community Trademark	2648186 4/9/2002	2648186 9/1/2003	42, DRUG DISCOVERY SERVICES; PHARMACEUTICAL RESEARCH SERVICES, NAMELY, PROTEOMIC DISEASE MODELING USING BIOINFORMATICS TO ANALYZE, MAP, AND STORE THE PROTEIN DIFFERENCES BETWEEN NORMAL AND DISEASED CELLS; ANALYSIS OF PROTEIN-PROTEIN INTERACTIONS AND PROTEIN MOVEMENT OR TRAFFICKING
*CELLCARTA	U.S.	78/089745 10/23/2001	2821727 3/9/2004	42, PHARMACEUTICAL DRUG DEVELOPMENT SERVICES AND SCIENTIFIC RESEARCH SERVICES, NAMELY PROTEOMIC DISEASE MODELING USING BIOINFORMATICS TO ANALYZE, MAP, AND STORE THE PROTEIN DIFFERENCES BETWEEN NORMAL AND DISEASED CELLS AND ANALYSIS OF PROTEIN PROTEIN INTERACTIONS AND PROTEIN MOVEMENT OR TRAFFICKING
CAPRION PHARMACEUTICALS	Canada	1225877 8/4/2004	TMA6746 58 10/12/200	GOODS: (1) PHARMACEUTICAL PREPARATIONS, NAMELY, ANTI-INFECTIVES AND ANTICANCER THERAPEUTICS;

TRADEMARK

REEL: 005254 FRAME: 0203

			6	COMPUTER SOFTWARE FOR USE IN DRUG DEVELOPMENT AND SCIENTIFIC RESEARCH. SERVICES: (1) DRUG DEVELOPMENT SERVICES AND SCIENTIFIC RESEARCH SERVICES, INCLUDING PROTEOMICS AND BIOINFORMATICS.
*CAPRION PHARMACEUTICALS	Community Trademark	4269379 3/2/2005	4269379 3/2/2006	

Schedule "D" - Securities

<u>Entity</u>	<u>Pledged Securities</u>
Caprion Proteomics Inc.	49 common shares of Caprion Proteome Inc. 100 Junior Preferred Shares of Caprion Proteome Inc. 49 Class A shares of 9248-8576 Québec Inc. 100 units of Caprion Proteomics USA, LLC 10 common shares of Proteomics Diagnostics Inc.