



10-19-98

100857344

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 10-19-98

1. Name of conveying party(ies):
PanVera Corporation
 Individual(s) Association
 General Partnership Limited
 Corporation-State Wisconsin Partnership
 Other:
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 10/8/98

2. Name and address of receiving party(ies):
 Name: Associated Bank South Central
 Internal Address:
 Street Address: 1720 Monroe Street
 City: Madison State: WI Zip: 53711
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Wisconsin
 Other

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) Additional names(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

 Additional numbers

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE

 attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Richard E. Petershack
 Axley Brynelson
 Internal Address:

 Street Address: 2 East Mifflin Street
 P.O. Box 1767
 City: Madison State: WI Zip: 53701-1767

6. Total number of applications and registrations involved:.....[6]
 7. Total fee (37 CFR 3.41):\$165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/20/1998 DWGUYEN 00000406 1903290

01 FC:481
02 FC:482

40.00 DP
125.00 DP

RECEIVED
98 OCT 19 10 3 19
ASSIGNMENT

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard E. Petershack
Name of Person Signing


Richard E. Petershack
Signature

10/1/98
Date

Total Number of pages comprising cover sheet: [4]

SCHEDULE OF TRADEMARKS

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
BEACON	1,903,290	July 4, 1995
PANVERA	1,907,775	July 25, 1995
	1,989,610	July 30, 1996
BEACON ———	1,998,548	September 3, 1996

UNITED STATES PENDING TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
BACULOSOMES	75/251,424	March 4, 1997
RECO	75/251,874	March 4, 1997

COMMON LAW TRADEMARKS

Trademark
BEACON 2000
RAPID <i>IN VITRO</i> PROTEIN SYNTHESIS

MW2-152637-1

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, PanVera Corporation, a Wisconsin corporation (“Owner”), owns certain trademarks that are the subject of certain trademark registrations, applications for trademark registration, or common law rights as described in the attached schedule (the “Trademarks”); and

WHEREAS, Owner has agreed to grant to Associated Bank South Central, a Wisconsin banking corporation (“Bank”), a security interest in the Trademarks to secure all debts, obligations, and liabilities of Owner to Bank arising under a certain Reimbursement Agreement of even date herewith (collectively, the “Obligations”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, and to secure payment of the Obligations, Owner hereby grants a security interest in favor of Bank in and with respect to the entire right, title, and interest of Owner in the Trademarks, together with the goodwill of the business symbolized by said Trademarks, and warrants to Bank that to the best of Owner’s knowledge and information, Owner owns all right, title, and interest in and to said Trademarks free and clear of all security interests, liens, and encumbrances, except for the security interest granted herein, and that Owner has all requisite power and authority to grant such security interest.

Owner hereby authorizes Bank to execute and file continuation statements or similar forms without the signature of Owner if Bank shall determine that such are necessary or advisable in order to maintain Bank’s security interest in the Trademarks identified on the attached schedule (the “Collateral”). Owner shall promptly execute such financing and continuation statements or similar forms in form satisfactory to Bank, upon request, to further evidence and secure Bank’s interest in the Collateral, and shall pay to Bank on demand any expenses incurred by Bank in connection with the preparation, execution, and filing of such statements. Following the occurrence of an Event of Default under the terms of that certain Construction Mortgage and Security Agreement of even date herewith given by Owner and University Research Park, Inc., to Bank (“Mortgage”), Bank may, at its option, sell or otherwise dispose of the Collateral by public or private proceedings, separate from or together with the sale of any other part of the Collateral or other security given for the Bank’s obligations secured by the Mortgage, in accordance with the provisions of the Wisconsin Uniform Commercial Code or other applicable law, and Bank may with respect to such Collateral, exercise any other rights or remedies of a secured party under the Wisconsin Uniform Commercial Code and other applicable law. Bank shall give Owner at least twenty (20) days prior written notice of the time and place of any public sale of such personal property and/or fixtures or other intended disposition thereof. Upon the occurrence of an Event of Default under the Mortgage, Owner authorizes Bank in their respective names or otherwise, to take any action deemed necessary by Bank to protect its security interest created hereby, including without limitation, signing Owner’s name or paying any amount it deems appropriate to pay, and the costs thereof shall be added to the indebtedness secured by the Mortgage and this Agreement from the date of payment by Bank at the highest default rate of interest provided in the Obligations.

