

12/28/01

01-11-2002

FORM PTO-

1-31-92

RECORD
TF



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101941774

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

1. Name of conveying party(ies):

Pluvita Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date:

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: Loan Documentation ~~HC150~~ HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/ 885, 217

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation ~~HC150~~ HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):s 40

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

01/10/2002 GTDM11 00000110 75885217

01 FC:481

40.00 DP

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.

Janice Chua
Name of Person Signing

Signature

11/16/01
Date

Total number of pages comprising cover sheet: 8

OMB No 0651-0011 (exp 4-94)

TRADEMARK
REEL: 002420 FRAME: 0081

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Pluvita)

This Intellectual Property Security Agreement is entered into as of October 31, 2001 by and between SILICON VALLEY BANK ("Bank") and PLUVITA CORPORATION ("Grantor").

RECITALS

A. Bank has 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 Bank, Diogenics, Inc. and Grantor ("Borrowers") dated October 31, 2001 (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). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Borrowers under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

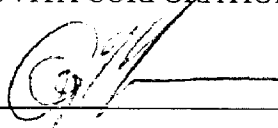
GRANTOR:

Address of Grantor:

7315 Wisconsin Avenue, Suite 1000 East
Bethesda, Maryland 20814

Attn: Gary Kutzman

PLUVITA CORPORATION

By:  _____

Title: President and CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have cause 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:

PLUVITA CORPORATION

7315 Wisconsin Avenue, Suite 1000 East
Bethesda, Maryland 20814

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Lang Berger

Attn: _____

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

INTELLECUAL PROPERTY

PATENTS (pending)		
Patent Name	Serial No.	File Date
System and Method for Genomic and Proteomic Disease	60/150,974	8/27/99
System and Method for Genomic and Proteomic Disease Assessment via Expression Profile Comparison	09/498,804 Provisional Serial #: 60/158,795	02/07/00
System and Method for Genomic and Proteomic Agricultural Disease Assessment via Expression Profile Comparison	09/645,695	08/25/00
System and Method for Genomic and Proteomic Human Disease Assessment via Expression Profile Comparison	09/645,696	08/25/00
System and Method for Genomic and Proteomic Animal Disease Assessment via Expression Profile Comparison	09/645,914	08/25/00
System and Method for Real Time Diagnostic Device Creation	60/242,130	10/20/00
System and Method for Biological Sample Analysis and Adaptive Diagnostic Device Creation	60/247,669	11/13/00
System and Method for Providing Medical Services and Administering Medical Protocols to Individuals Based upon Biological Testing	09/773,700	02/01/01
System and Method for Providing Goods and Services to Individuals Based upon Biological Testing	09/773,687	02/01/01

TRADEMARKS (pending)		
Trademark	Application No.	Date Filed
Pluvita	75/855,217	05/08/00

LICENSE AGREEMENTS	
Licensor	License Date
Diagnostic Products Corporation	July 30, 2001