Officer through Mr. Amick's tenure as Interim Chief Executive Officer.

Executive Employment Agreements

Interim Chief Executive Officer Agreement

Following the resignation of Robert J. Capetola, Ph.D., our former President, Chief Executive Officer and member of the Board, in August 2009, the Board approved the election of Mr. Amick, Chairman of the Board, to serve as our Chief Executive Officer on an interim basis and, in September 2009, approved the execution and delivery of a non-employee executive agreement (the "Interim CEO Agreement") with Mr. Amick. Under the Interim CEO Agreement, Mr. Amick agreed to devote, on a part-time basis, such of his business time, attention and efforts as reasonably necessary to the proper performance of his duties, which we expected would involve on average two days per week. We agreed to pay Mr. Amick monthly compensation at a rate of $3,000 per day for two days per week, payable in arrears at the beginning of the following calendar month. In addition, on September 3, 2009, in accordance with the Interim CEO Agreement, the Compensation Committee of the Board authorized a grant of options to Mr. Amick to purchase 4,000 shares of our common stock of under the 2007 Plan at an exercise price of $7.35 per share, the closing market price of our common stock on the date of grant. The option grant, in part, replaced an automatic grant of options to purchase 2,000 shares of our common stock that Mr. Amick would have received under the Plan as a non-executive Chairman of the Board. These options vested in full on the first anniversary date of the grant. Effective as of June 30, 2010, the Board approved an extension of the Interim CEO Agreement through June 30, 2011 and the Compensation Committee of the Board authorized an additional grant of options to Mr. Amick to purchase 2,000 shares of our common stock under the 2007 Plan at an exercise price of $2.70 per share, the closing market price of our common stock on July 7, 2010, the date of grant. This summary of the Interim CEO Agreement is qualified in its entirety by the full text of the Interim CEO Agreement, which is attached to our Current Report on Form 8-K that we filed with the SEC on September 4, 2009.

On October 15, 2010, the Board appointed Mr. Amick as our Chief Executive Officer and, effective October 18, 2010, Mr. Amick became a full time employee. The Interim CEO Agreement was terminated effective October 18, 2010. We also entered into an employment agreement with Mr. Amick effective October 18, 2010.

Executive Employment Agreements

We have entered into employment agreements (the "Executive Agreements") with Messrs. Amick, Cooper and Lopez on substantially similar terms. The Executive Agreements expire on May 4, 2012 (Cooper and Lopez) and October 18, 2011 (Amick) and are subject to automatic term renewal for one year, provided that neither party provides 90-day notice of non-renewal in accordance with the Executive Agreements. The Executive Agreements include a 12-month post-employment noncompetition agreement and provide for confidentiality and the assignment of all intellectual property rights to us. As of March 31, 2011, the base salaries under the Executive Agreements for Messrs. Amick, Cooper and Lopez are $400,000, $325,000, and $307,000, respectively. The Executive Agreements also provide for the following benefits:

- Upon termination by us without Cause or by the executive for Good Reason, as defined in the Executive Agreements, the executive is entitled to: a lump sum payment that is equal to one and one half times the sum of his base salary then in effect and the largest annual cash bonus received by the executive with respect to the three fiscal years immediately preceding the date of termination; continuation of health benefits (or their equivalent) for the executive and the members of the executive's family who were participating in our health and welfare plans at the time of termination for a period of one and one-half years following the date of termination, reduced to the extent that a subsequent employer provides the executive with substantially similar coverage (on a benefit-by-benefit basis).

- Upon termination in connection with a "change in control" as that term is defined in the Executive Agreements ("Change in Control"), the executive is entitled to: a lump sum payment that is equal to two and one half times the sum of his base salary then in effect and the largest annual cash bonus received by the executive in the three fiscal years immediately preceding the Change in Control; continuation of health benefits (or their equivalent) for the executive and the members of the executive's family who were participating in our health and welfare plans at the time of termination for a period of two and one-half