

RECORDATION FORM CO TRADEMARKS

12-07-1998

DEPARTMENT OF COMMERCE Trademark Office



100913675

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record.

hereof.

1. Name of conveying party(ies):

CONNETICS CORPORATION

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State DELAWARE
Other

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

3. Nature of conveyance:

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: 9/24/98

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK
Internal Address: LOAN DOCUMENTATION GROUP HG150
Street Address: 3001 TASMAN DRIVE
City: SANTA CLARA State: CA ZIP: 95054

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State DELAWARE
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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED INTELLECTUAL PROPERTY SECURITY AGREEMENT DATED 9/24/98 AND EXHIBIT C

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 GROUP

HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

12/04/1998 DNGUYEN 00000322 75046078

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41).....\$ 315.00

[X] Enclosed CHECK NO. 7765

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 250.00 OP
03 FC:998 25.00 OP

DO NOT USE THIS SPACE

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.

JOSEPHINE M. CARINO

Name of Person Signing

Josephine M. Carino

Signature

11/20/98

Date

Total number of pages including cover sheet, attachments, and document:

6

EXHIBIT C to Loan Agreement

TRADEMARK PORTFOLIO

	Mark	Country	Serial No.	Filing Date	Registration No.	Issue Date	Assignee/Recordation
(1)	LOGO + (Miscellaneous Design/Interlocking Globes)	U.S.	75/046,078	1/19/96			Connetics 5/22/97
		Canada CTM (Community Trademark)	855,584 309,047	9/8/97 7/17/96			
(2)	LOGO + Connective Therapeutics & Design	U.S.	75/046,123	1/19/96			Connetics 5/22/97
		Canada	818,306	7/18/96			
(3)	CONNECTIVE	U.S.	75/046,077	1/19/96			Connetics 5/22/97
(4)	CONXN (Block)	U.S.	75/046,073	1/19/96	2,114,636	11/18/97	Connetics 5/22/97
		Canada CTM (Community Trademark - EPO)	818,305 300,244	7/18/96 7/17/96			
(5)	ConXn (Stylized)	U.S.	75/046,014	1/19/96	2,111,241	11/4/97	Connetics 5/22/97
(6)	RIDAURA	U.S.			1179785		
		Canada	456,615		TMA316,242		Pharmascience
(7)	RIDAURA & Design	U.S.			1382960		
(8)	CONNETICS	U.S.	75/253,882	3/7/97	2,202,143	11/3/98	Connetics
(9)	BETAMOUSSE	U.S.	75/403,112	12/9/97			Connetics
		Canada	880,348	6/5/98			Connetics
		Mexico	335480	6/9/98	586577	8/31/98	Connetics
(10)	LUXIQ	U.S.	75/512,426	7/2/98			
		Canada	880,859	6/9/98			
		Mexico					
(11)	OLUX	U.S.					
		Canada	880,858	6/9/98			
		Mexico					
	LOGO (Mousse Design)	U.S.	Newly filed	7/8/98			
		Canada	Newly filed				
		Mexico	Newly filed				

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24, 1998 by and between SILICON VALLEY BANK ("Bank") and Connetics 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 between Bank and Grantor dated of even date herewith (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 Grantor, 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 Grantor 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby 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.

Notwithstanding (i) Grantor's granting to Lender of security interest in the Patents, Trademarks, Copyrights, Mask Works and, (ii) that the Patents, Trademarks, Mask Works and Copyrights are included in the Collateral, Lender shall not enforce its security interest in all "Collateral" (as defined herein and in the Security Agreement) other than the Patents, Trademarks, Mask Works, and Copyrights, including all "Accounts", "Inventory", and "Equipment" (as those terms are used in the Security Agreement and other Collateral as defined herein (including proceeds), relating to, or arising from or in connection with the Patents, Trademarks, Mask Works or Copyrights. The security interest granted to Lender in the Patents, Trademarks, Mask Works and Copyrights is being granted solely to the extent necessary for Lender to have a perfected security interest in the Collateral (as defined herein and in the Security Agreement) other than the Patents, Trademarks, Mask Works and Copyrights and to protect Lender's security interest in such "Collateral."

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.

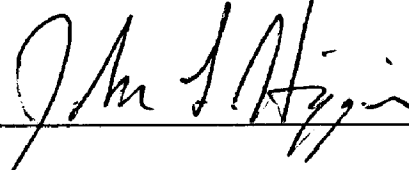
GRANTOR:

Address of Grantor:

3400 West Bayshore Road
Palo Alto, CA 94303

Attn: Chief Financial Officer

CONNETICS CORPORATION

By: 

Title: VP Finance & Administration, CFO

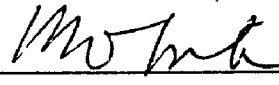
BANK:

Address of Bank:

1731 Embarcadero Road, Suite 220
Palo Alto, CA 94303

Attn: Cliff White

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application Date

N/A

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application Date

PA\826327.1
1190989-922300
09/25/98

RECORDED: 12/01/1998

**TRADEMARK
REEL: 1823 FRAME: 0109**