

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|-----------------------|
| Anaborex, Inc. | | 05/06/2008 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Enterprise Partners VI, L.P. |
| Street Address: | 2223 Avenida de la Playa, Suite 300 |
| City: | La Jolla |
| State/Country: | CALIFORNIA |
| Postal Code: | 92037 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

| | |
|-----------------|----------------------------------|
| Name: | TPG Biotechnology Partners, L.P. |
| Street Address: | 301 Commerce Street, Suite 3300 |
| City: | Fort Worth |
| State/Country: | TEXAS |
| Postal Code: | 76102 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

| | |
|-----------------|--|
| Name: | PharmaBio Development, Inc. dba Nova Quest |
| Street Address: | 4709 Creekstone Drive |
| City: | Durham |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27703 |
| Entity Type: | CORPORATION: NORTH CAROLINA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 78833455 | BETAMARC |

CORRESPONDENCE DATA

900107831

**TRADEMARK
 REEL: 003788 FRAME: 0833**

OP \$40.00 78833455

Fax Number: (619)764-6701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 619-699-2651
Email: sdtrademark@dlapiper.com
Correspondent Name: K. Danica Ray
Address Line 1: 401 B Street, Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101-4297

| | |
|--------------------|---------------|
| NAME OF SUBMITTER: | K. Danica Ray |
| Signature: | /kdray/ |
| Date: | 05/30/2008 |

Total Attachments: 11
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ANABOREX, INC.

SECURITY AGREEMENT

This Security Agreement, dated as of May 6, 2008 is executed by Anaborex, Inc., a Delaware corporation (the "Company"), in favor of the Purchasers listed on the signature pages hereof.

In consideration of the mutual promises contained herein, and as an inducement to the Purchasers to lend to the Company the amounts reflected in the Secured Promissory Notes (the "Notes") issued pursuant to the Secured Note Purchase Agreement (the "Purchase Agreement") of even date herewith by and among the Company and the Purchasers, the parties agree as follows:

1. **Creation of a Security Interest.** As security for any and all obligations under the Notes to the Purchasers when due, whether by the passage of time or upon a properly delivered demand, the Company hereby grants the Purchasers a security interest in the Collateral (as described in paragraph 2 below). Notwithstanding the foregoing, the security interest granted herein shall not extend to, and the term "Collateral" shall not include, any equipment or other property financed by a third party and with respect to which the security interest granted herein would be prohibited under the terms of the financing documents applicable thereto. For purposes of clarification, certain portions of the Collateral are subject to the terms and conditions of that certain Assignment, License and Collaboration Agreement dated August 5, 2005 between the Company and The Releef Initiative, a non-profit organization, as such may be amended from time to time (the "Releef Agreement"), a copy of which has been provided to counsel for the Purchasers.

2. **Collateral.** For purposes of this Security Agreement, the "Collateral" that is subject to the security interest created hereby consists of any and all assets of the Company whether now owned or hereafter acquired (wherever located) and all proceeds thereof and all accessions to, and replacements for, the foregoing, and specifically includes (a) the registered intellectual property listed in Annex I attached hereto and incorporated herein by this reference and (b) the account in which the proceeds of the sale of the Notes are to be held under the terms of the Purchase Agreement.

3. **The Company's Obligation.** The Company shall pay to the Purchasers all amounts due and owing to the Purchasers under the Notes both as to principal and as to interest, in accordance with the terms of same, when and as the same become due, whether by the passage of time or upon a properly delivered demand.

4. **Protection of the Collateral.** Until such time as the principal and interest on the Notes has been paid in full, the Company shall:

(a) Maintain the Collateral in good condition and repair, except as to merchandise or assets which are sold in the ordinary course of the Company's business;

(b) Promptly pay when due all taxes and assessments due upon the Collateral and for its use and operation;

(c) Keep such of the Collateral which is insurable adequately insured with a

reputable insurance company against all risks to which it is exposed;

(d) Execute and deliver from time to time any endorsements, assignments, financing statements and other writings (and pay promptly all related filing fees or similar costs and expenses) required by any Purchaser to perfect, maintain and protect the security interests created hereunder and the priority thereof; and

(e) Except as to merchandise or assets which are sold in the ordinary course of the Company's business, not to surrender or lose possession of (other than to the Purchasers), sell, encumber, lease, rent, transfer or otherwise dispose of any Collateral or right or interest therein.

5. **Representations and Warranties by the Company.** The Company hereby represents and warrants to the Purchasers that, except for the security interest created by this Security Agreement, the Company is the full legal and equitable owner of the Collateral and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral. The security interest granted pursuant to this Security Agreement will constitute a valid and continuing first priority security interest in favor of the Purchasers in the Collateral for which perfection is governed by the UCC or filing with the United States Patent and Trademark Office. Such security interest will be prior to all other liens on the Collateral, except for (a) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principals, (b) liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords and other similar liens imposed by law incurred in the ordinary course of business for sums not overdue more than 45 days or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principals, (c) deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business, (d) zoning restrictions, easements, rights-of-way, title irregularities and other similar encumbrances, which alone or in the aggregate are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Company, (e) banker's liens and similar liens (including set-off rights) in respect of bank deposits and (f) purchase money liens that will be discharged upon the Company's payment of the purchase price for the applicable property, to the extent such liens relate solely to the property so purchased. Notwithstanding the above, for purposes of clarification, certain portions of the Collateral are subject to the terms and conditions of the Release Agreement.

6. **Default.** For purposes of this Security Agreement, the occurrence of any one of the following events (each, an "Event of Default") shall constitute a default hereunder and under the Notes: (a) any breach of any representations, warranties or covenants made in the Purchase Agreement or in this Security Agreement that have a material adverse effect on the Company's business or the Collateral; (b) any non-payment of the principal or interest on the Notes on a timely basis as contemplated by Section 1 of the Notes; (c) the insolvency of the Company; (d) any default on other outstanding indebtedness of the Company in an amount greater than \$25,000 individually or in the aggregate; (e) filing of any bankruptcy or other reorganization or liquidation proceeding by the

Company or, unless dismissed within 30 days of filing, the filing of any similar proceeding against the Company; and (f) one or more judgments, decrees or orders (excluding settlement orders) for the payment of money shall be entered against the Company involving in the aggregate a liability of \$25,000 or more, and any such judgment, decree or order shall continue without discharge or stay for a period of 60 days.

7. **Rights of Purchasers.**

(a) Upon the occurrence of any Event of Default, the Purchasers shall be entitled to declare, in the manner specified in the Notes and the Purchase Agreement, the debt secured hereby immediately due and payable, in each and every case without presentment, demand, protest, notice of acceleration, notice of intent to accelerate or any further or other notice of any kind, all of which are hereby waived. In addition to the right of acceleration and all other rights of the Purchasers, the Purchasers shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of California as of the date hereof, and the Purchasers shall be entitled to act with all of the rights and powers of the Purchasers. Without limitation of any of the foregoing, upon an Event of Default, the Purchasers may, at any time and from time to time, with or without judicial process and the aid or assistance of others, enter upon the premises of the Company and, without resistance or interference by the Company, take possession of the Collateral or dispose of any part or all of the Collateral on any such premises; or require the Company to assemble and make available to the Purchasers at the expense of the Company any part or all of the Collateral at any place or time designated by the Purchasers which is reasonably convenient to the Company.

(b) The Purchasers shall give the Company notice of the time and place of any public sale of the Collateral or of the time on or after which any private sale or other intended disposition is to be consummated, which notice shall be mailed, by first class mail, postage prepaid, to the Company in the manner set forth in Section 11(b) hereof at least ten (10) days prior to the time of such sale or other intended disposition.

(c) Each purchaser at any sale of the Collateral shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives, to the extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted and, to the extent permitted by law, any right which it may have to demand a hearing or other judicial or administrative proceeding prior to the enforcement by the Purchasers, of any of its rights and remedies hereunder. Any public or private sale of the Collateral or any part of it shall be held at such time or times within ordinary business hours and at such place or places as the Purchasers may fix in the notice of sale, and at any such sale the Collateral, or the portion thereof to be sold, may be sold in one lot, as an entirety or in separate parcels, as the Purchasers (in their sole and absolute discretion) may determine. If permitted by law, the Purchasers, or any of them, may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase of the Collateral.

(d) The Purchasers shall not be obligated to make any sale of the Collateral, or any part of it, if they determine not to do so, regardless of the fact that notice of sale of the Collateral may have been given. The Purchasers, may, without notice or publication, adjourn a public or private sale of the Collateral, or cause the same to be adjourned from time to time by announcement, at the time

and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(e) As among the Purchasers, the rights granted hereunder shall be afforded and enjoyed on a pari passu basis. In the event a Purchaser is identified alone as the creditor or secured party in any financing statement or similar document, such Purchaser shall hold and exercise any rights arising therefrom for the benefit of all Purchasers on a pari passu basis.

(f) For purposes of clarification, any rights of a Purchaser or the Purchasers set forth in this Security Agreement shall require the prior written consent of the Purchasers holding at least a majority of the aggregate principal amount of the then outstanding Notes, and no Purchaser shall, without obtaining the prior written consent of such Purchasers holding at least a majority of the aggregate principal amount of the then outstanding Notes, institute foreclosure proceedings with respect to all or any portion of the Collateral or exercise any other rights or remedies under this Security Agreement.

(g) Subject to Section 7(f) above, so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Security Agreement, the Company hereby grants the Purchasers a limited power of attorney to take the following actions without notice to, or the consent of, the Company, to do any of the following on the Company's behalf:

(i) to pay or discharge any taxes or liens levied or placed on or threatened against the Collateral;

(ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Purchasers or as the Purchasers direct;

(iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Company with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and to give such discharges or releases in connection therewith as the Purchasers may deem appropriate;

(vii) to assign any patent right included in the Collateral of the Company (along with the goodwill of the business to which any such patent right pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Purchasers shall in their sole discretion determine; and

(viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral and to take, at the Purchasers' option and the Company's expense, any actions which the Purchasers reasonably deem necessary to protect, preserve or realize upon the Collateral and the Purchasers' liens on the Collateral and to carry out the intent of this Security Agreement, in each case to the same extent as if the Purchasers were the absolute owner of the Collateral for all purposes.

The Company hereby ratifies whatever actions the Purchasers shall lawfully do or cause to be done in accordance with this Section 7. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

8. **Application of the Proceeds.** All proceeds of any sale of the Collateral by Purchasers pursuant to Section 7 shall be applied as follows:

First, to the payment of all fees and expenses incurred by such Purchasers in connection with any such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, all court costs and reasonable fees of counsel for the Purchasers in connection therewith;

Second, to the payment of accrued interest, if any, on the Notes held by all Purchasers, to the date of receipt of such proceeds;

Third, to the payment of the outstanding principal balance of the Notes; and

Fourth, to the Company, or to any other party legally entitled thereto.

The Purchasers hereby agree that they will receive pro rata treatment in connection with all payments, distributions, collections or recoveries and all other matters relating to the Collateral hereunder. Each payment or distribution by or from or received in connection with the exercise of remedies hereunder in respect of the Collateral shall be shared and applied ratably in accordance with each Purchaser's Sharing Percentage. As used in this Security Agreement, "Sharing Percentage" means, as to any Purchaser and at the time of determination, the percentage equivalent of a fraction of which the numerator is the outstanding principal amount of the Note(s) held by such Purchaser at such time and the denominator is the aggregate outstanding principal amount of all Notes at such time.

9. **Further Assurances.** At the request of any Purchaser, the Company will promptly make, execute, deliver, record, register or file all such financing statements, continuation statements and amendments thereto, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to such Purchasers such instruments constituting or evidencing items of the Collateral as may be requested by such Purchasers to better assure it with respect to the security interests granted pursuant to this Security Agreement. The Company will cause all security instruments, notices and financing statements to be duly registered, recorded and filed and to be duly reregistered, rerecorded and refiled at the time and in the places now or hereafter required by all applicable laws for the proper maintenance of the validity and priority of the security interests and liens given as described above, and will pay all fees, charges, or taxes imposed with respect to any

such registration, recording or filing.

10. **Termination of the Security Interest.** The security interest created pursuant to this Security Agreement shall terminate upon payment in full of the Notes to the Purchasers.

11. **Miscellaneous.**

(a) The Company waives any right to require Purchasers: (i) to proceed against any person, firm or corporation; (ii) to exhaust any Collateral it may hold at any time; (iii) to apply any Collateral in any order; or (iv) to pursue any other remedy whatsoever in a Purchaser's power. Neither this Security Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by the Company and the Purchasers in accordance with Section 8(g) of the Purchase Agreement.

(b) All notices, requests, demands and other communications hereunder shall be made and delivered as prescribed in the Purchase Agreement.

(c) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

(d) This Security Agreement shall be governed in all respects by the internal laws of the State of California, without regard to principles of conflicts of law.

(e) This Security Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument by signing any such counterpart.

(f) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Purchasers and their assignees and shall not operate to the benefit of any other third party.

The foregoing Security Agreement is hereby executed as of the date first above written.

THE COMPANY:

ANABOREX, INC.

By: 
Steven D. Reich, M.D.
Chief Executive Officer

PURCHASERS:

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
Its: General Partner

By: _____
Andrew Senyei, M.D.
Managing Director

TPG BIOTECHNOLOGY PARTNERS, L.P.

By: TPG Biotechnology Genpar, L.P.
By: TPG Biotech Advisors, LLC

By: _____
Jeffrey D. Ekberg
Vice President

**PharmaBio Development Inc.
D/B/A - Nova Quest**

By: _____
Title: _____

[COUNTERPART SIGNATURE PAGE TO SECURITY AGREEMENT]

The foregoing Security Agreement is hereby executed as of the date first above written.

THE COMPANY:

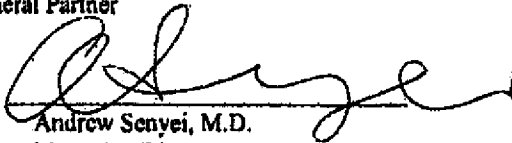
ANABOREX, INC.

By: _____
Steven D. Reich, M.D.
Chief Executive Officer

PURCHASERS:

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
Its: General Partner

By: 
Andrew Senyei, M.D.
Managing Director

TPG BIOTECHNOLOGY PARTNERS, L.P.

By: TPG Biotechnology Genpar, L.P.
By: TPG Biotech Advisors, LLC

By: _____
Jeffrey D. Ekberg
Vice President

**PhamaBio Development Inc.
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By: _____
Steven D. Reich, M.D.
Chief Executive Officer

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By: Enterprise Management Partners VI, LLC,
Its: General Partner

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Andrew Senyel, M.D.
Managing Director

TPG BIOTECHNOLOGY PARTNERS, L.P.

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Jeffery D. Ekberg
Vice President

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By: _____
Steven D. Reich, M.D.
Chief Executive Officer

PURCHASERS:

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
Its: General Partner

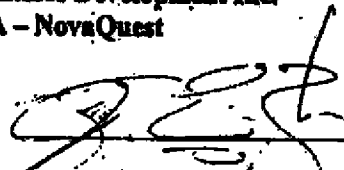
By: _____
Andrew Senyei, M.D.
Managing Director

TPG BIOTECHNOLOGY PARTNERS, L.P.

By: TPG Biotechnology Genpar, L.P.
By: TPG Biotech Advisors, LLC

By: _____
Jeffrey D. Ekberg
Vice President

**PharmaBio Development Inc.
D/B/A - NovaQuest**

By:  _____
Title: Vice President

[COUNTERPART SIGNATURE PAGE TO SECURITY AGREEMENT]

ANNEX I

Patents and Trademarks

| Docket No. | Status | Serial No. | Title | Registration/ Application Date |
|---------------------------|---------------|-------------------|---|---|
| Patent Filings: | | | | |
| ANBEX001 | Converted | 60/753,118 | Compositions and Methods for Treating Cachexia | 12/22/05 |
| ANBEX002 | Converted | 60/772,752 | Compositions and Methods for Treating Cachexia | 02/13/06 |
| ANBEX002_US | Pending | 11/614,056 | Compositions and Methods for Prevention and Treatment of Cachexia | 12/20/06 |
| ANBEX005 | Pending | 60/988,802 | Macrolide Drugs as Monotherapy for Cancer Patients With Exudative Complications such as Pleural Effusions and Malignant Ascites | 11/18/07 |
| ANBEX002_PCT | Pending | PCT/US06/62448 | Compositions and Methods for Prevention and Treatment of Cachexia | 12/20/06 |
| Trademark Filings: | | | | |
| ANBEX T001 | Allowed | 78/833,455 | BETAMARC | |