

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CORIUM INTERNATIONAL, INC.		04/30/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	2400 HANOVER STREET		
<b>City:</b>	PALO ALTO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78510188	CORPLEX	
<b>Serial Number:</b>	78841652	MICROCOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.000985		
<b>NAME OF SUBMITTER:</b>	Michael J. Brignati, Ph.D.		
<b>Signature:</b>	/Michael J. Brignati 60,890/		

OP \$65.00 78510188

Date:

05/05/2009

**Total Attachments: 15**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2009 by and between SILICON VALLEY BANK ("**Bank**") and CORIUM INTERNATIONAL, INC. ("**Grantor**").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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).

B. Borrower is currently in default of the Loan Agreement for failing to close on the Asset Sale on or before December 31, 2008 as required by Section 8.9 of the Loan Agreement. Pursuant to that certain Forbearance Agreement dated February 16, 2009 by and between the Bank and the Borrower (the "**Prior Forbearance Agreement**"), the Bank agreed to forbear from exercising the Bank's rights and remedies granted pursuant to the Loan Documents in order to provide the Borrower an opportunity to sell substantially all of the assets of, or stock in, the Borrower and use the proceeds to repay the Obligations.

C. Borrower has requested that Bank amend and restate the Prior Forbearance Agreement and to continue to forbear from exercising its rights and remedies against Borrower pursuant to that certain Amended and Restated Forbearance Agreement of even date herewith by and between the Bank and the Borrower (the "**Forbearance Agreement**").

D. Bank is willing to enter into the Forbearance Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

E. Pursuant to the terms of the Forbearance 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused 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:

CORIUM INTERNATIONAL, INC.

235 Constitution Drive  
Menlo Park, California 94025  
Attn: Tim Sweemer

By: 

Name: Peter D. Staple  
Title: President and CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street  
Palo Alto, California 94304

By: \_\_\_\_\_

Name:  
Title:

Attn: Jason Hughes

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused 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:

CORIUM INTERNATIONAL, INC.

235 Constitution Drive  
Menlo Park, California 94025  
Attn: Tim Sweemer

By: \_\_\_\_\_  
Name:  
Title:

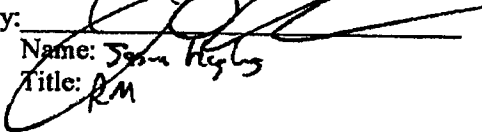
BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street  
Palo Alto, California 94304

Attn: Jason Hughes

By:   
Name: Jason Hughes  
Title: PM

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Copyrights

Description

Registration/  
Application  
Number

NONE

N/A



**SCHEDULE B**

**Patents**

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
COMPOSITION FOR CUSHIONS, WOUNDS DRESSINGS AND OTHER SKIN-CONTACTING PRODUCTS	7,456,331	11/25/2008
INTRACUTANEOUS MICRONEEDLE ARRAY APPARATUS	7,416,541	08/26/2008
MEDICAL ADHESIVE DRESSING	7,317,134	01/08/2008
COMPOSITION FOR CUSHIONS, WOUND DRESSINGS AND OTHER SKIN-CONTACTING PRODUCTS	7,217,853	05/15/2007
METHOD FOR PREPARING A TWO-PHASE WATER-ABSORBENT BIOADHESIVE COMPOSITION	7,138,458	11/21/2006
MICROSTRUCTURES AND METHOD FOR TREATING AND CONDITIONING SKIN WHICH CAUSE LESS IRRITATION DURING EXFOLIATION	7,131,987	11/07/2006
MICROSTRUCTURES FOR DELIVERING A COMPOSITION CUTANEOUSLY TO SKIN	7,108,681	09/19/2006
MEDICAL ADHESIVE DRESSING	7,094,944	08/22/2006
ULTRA THIN FILM TRANSDERMAL/DERMAL OR TRANSMUCOSAL/MUCOSAL DELIVERY SYSTEM	7,049,479	05/23/2006
INTRACUTANEOUS MICRONEEDLE ARRAY APPARATUS	6,931,277	08/16/2005
MICROSTRUCTURES FOR TREATING AND CONDITIONING SKIN	6,821,281	11/23/2004
TWO-PHASE, WATER-ABSORBENT BIOADHESIVE COMPOSITION	6,803,420	10/12/2004

METHOD OF MANUFACTURING MICRONEEDLE STRUCTURES USING SOFT LITHOGRAPHY AND PHOTOLITHOGRAPHY	6,663,820	12/16/2003
INTRACUTANEOUS EDGED MICRONEEDLE APPARATUS	6,652,478	11/25/2003
PORTABLE INTERSTITIAL FLUID MONITORING SYSTEM	6,591,124	07/08/2003
PREPARATION OF HYDROPHILIC PRESSURE SENSITIVE ADHESIVES HAVING OPTIMIZED ADHESIVE PROPERTIES	6,576,712	06/10/2003
MICRONEEDLE APPARATUS USED FOR MARKING SKIN AND FOR DISPENSING SEMI-PERMANENT SUBCUTANEOUS MAKEUP	6,565,532	05/20/2003
METHOD FOR MANUFACTURING AN INTRACUTANEOUS MICRONEEDLE ARRAY	6,471,903	10/29/2002
METHOD OF MANUFACTURING AN INTRACUTANEOUS MICRONEEDLE ARRAY	6,451,240	09/17/2002
INTRACUTANEOUS MICRONEEDLE ARRAY APPARATUS	6,379,324	04/30/2002
APPARATUS AND METHOD FOR MANUFACTURING AN INTRACUTANEOUS MICRONEEDLE ARRAY	6,312,612	11/06/2001
APPARATUS AND METHOD FOR USING AN INTRACUTANEOUS MICRONEEDLE ARRAY	6,256,533	07/03/2001
SOLVENT-CAST MICRONEEDLE ARRAYS CONTAINING ACTIVE	12/148,180	04/16/2008
APPLICATORS FOR MICRONEEDLES	12/009,954	01/22/2008
METHODS, DEVICES, AND KITS FOR MICROJET DRUG DELIVERY	11/820,591	06/19/2007
COMPOSITION FOR CUSHIONS, WOUNDS DRESSINGS AND OTHER SKIN-CONTACTING PRODUCTS	11/594,461	11/07/2006

PERMEABILIZATION OF BIOLOGICAL MEMBRANES	11/433,664	05/11/2006
HIGH-SPEED JET DEVICES FOR DRUG DELIVERY	11/425,371	06/20/2006
MICROJET DEVICES AND METHODS FOR DRUG DELIVERY	11/367,202	03/03/2006
MICROSTRUCTURES AND METHOD FOR TREATING AND CONDITIONING SKIN WHICH CAUSE LESS IRRITATION DURING EXFOLIATION	11/355,320	02/13/2006
MICROSTRUCTURES FOR DELIVERING A COMPOSITION CUTANEOUSLY TO SKIN	11/351,818	02/09/2006
HYDROPHILIC BIOCOMPATIBLE ADHESIVE FORMULATIONS AND USES	11/341,085	01/27/2006
SUSTAINED RELEASE TOOTH WHITENING FORMULATIONS AND SYSTEMS	11/315,423	12/21/2005
TRANSDERMAL SYSTEMS FOR THE DELIVERY OF ESTROGENS AND PROGESTINS	11/237,284	09/27/2005
ADHESIVE COMPOSITION	11/198,468	08/04/2005
WOUND DRESSING, INGREDIENT DELIVERY DEVICE AND IV HOLD-DOWN INCORPORATING A STATICALLY RETAINED HANDLE MEMBER	11/173,681	07/01/2005
TRANSDERMAL DELIVERY DEVICE	11/088,829	03/24/2005
COMPOSITIONS AND DELIVERY SYSTEMS FOR ADMINISTRATION OF A LOCAL ANESTHETIC AGENT	11/077,593	03/10/2005
RAPIDLY DISSOLVING FILM FOR DELIVERY OF AN ACTIVE AGENT	11/047,964	01/31/2005
WATER-ABSORBENT ADHESIVE COMPOSITIONS AND ASSOCIATED METHODS OF MANUFACTURE AND USE	11/028,702	01/03/2005

MICROSTRUCTURES FOR TREATING AND CONDITIONING SKIN	10/991,796	11/18/2004
METHOD OF PREPARING POLYMERIC ADHESIVE COMPOSITIONS UTILIZING THE MECHANISM OF INTERACTION BETWEEN THE POLYMER COMPONENTS	10/936,887	09/08/2004
APPARATUS AND METHODS FOR REPETITIVE MICROJET DRUG DELIVERY	10/829,888	04/21/2004
METHOD FOR MANUFACTURING MICROSTRUCTURES HAVING HOLLOW MICROELEMENTS USING FLUIDIC JETS DURING A MOLDING OPERATION	10/853,658	05/25/2004
HYDROGEL COMPOSITIONS DEMONSTRATING PHASE SEPARATION ON CONTACT WITH AQUEOUS MEDIA	10/848,538	05/17/2004
COVALENT AND NON-COVALENT CROSSLINKING OF HYDROPHILIC POLYMERS AND ADHESIVE COMPOSITIONS PREPARED THEREWITH	10/825,083	04/14/2004
DERMAL, TRANSDERMAL, MUCOSAL OR TRANSMUCOSAL INGREDIENT DELIVERY DEVICES	10/735,318	12/12/2003
METHOD OF MANUFACTURING MICRONEEDLE STRUCTURES USING SOFT LITHOGRAPHY AND PHOTOLITHOGRAPHY	10/727,124	2/03/2003
HYDROGEL COMPOSITIONS WITH AN ERODIBLE BACKING MEMBER	10/661,103	09/12/2003
HYDROGEL COMPOSITIONS DEMONSTRATING PHASE SEPARATION ON CONTACT WITH AQUEOUS MEDIA	10/442,020	05/19/2003
METHOD FOR MANUFACTURING MICROSTRUCTURES HAVING MULTIPLE MICROELEMENTS WITH THROUGH-HOLES	10/373,251	02/24/2003
HYDROGEL COMPOSITIONS FOR TOOTH WHITENING	10/359,548	02/05/2003

MICROSTRUCTURES FOR DELIVERING A COMPOSITION CUTANEOUSLY TO SKIN USING ROTATABLE STRUCTURES	10/216,148	08/09/2002
METHOD OF EXFOLIATION OF SKIN USING CLOSELY-PACKED MICROSTRUCTURES	10/155,108	05/24/2002
COMPOSITIONS AND DELIVERY SYSTEMS FOR ADMINISTRATION OF A LOCAL ANESTHETIC AGENT	10/141,496	05/07/2002
HYDROGEL COMPOSITIONS	10/137,664	05/01/2002
VACCINE DELIVERY VIA MICRONEEDLE ARRAYS	PCT/US2008/011635	10/10/2008
SOLVENT-CAST MICRONEEDLE ARRAYS CONTAINING ACTIVE	PCT/US2008/004943	04/16/2008
APPLICATORS FOR MICRONEEDLE ARRAYS	PCT/US2008/000824	01/22/2008
METHODS, DEVICES, AND KITS FOR MICROJET DRUG DELIVERY	PCT/US2007/014429	06/19/2007
PERMEABILIZATION OF BIOLOGICAL MEMBRANES	PCT/US2006/018500	05/11/2006
HYDROPHILIC BIOCOMPATIBLE ADHESIVE FORMULATIONS AND USES	PCT/US2006/003091	01/27/2006
WATER-ABSORBENT ADHESIVE COMPOSITIONS AND ASSOCIATED METHODS OF MANUFACTURE AND USE	PCT/US2006/000098	01/03/2006
SUSTAINED RELEASE TOOTH WHITENING FORMULATIONS AND SYSTEMS	PCT/US2005/046577	12/21/2005
TRANSDERMAL SYSTEMS FOR THE DELIVERY OF ESTROGENS AND PROGESTINS	PCT/US2005/034439	09/27/2005
METHOD OF PREPARING POLYMERIC ADHESIVE COMPOSITIONS UTILIZING THE MECHANISM OF INTERACTION BETWEEN THE POLYMER COMPONENTS	PCT/US2005/032525	09/08/2005

ADHESIVE COMPOSITION	PCT/US2005/028063	08/04/2005
TRANSDERMAL DELIVERY DEVICE	PCT/US2005/009854	03/24/2005
RAPIDLY DISSOLVING FILM FOR DELIVERY OF AN ACTIVE AGENT	PCT/US2005/002873	01/31/2005
HYDROGEL COMPOSITIONS WITH AN ERODIBLE BACKING MEMBER	PCT/US2004/029620	09/09/2004
ULTRA THIN FILM TRANSDERMAL/DERMAL OR TRANSMUCOSAL/MUCOSAL DELIVERY SYSTEM	PCT/US2004/023422	07/20/2004
WOUND DRESSING, INGREDIENT DELIVERY DEVICE AND IV HOLD-DOWN, AND METHOD RELATING TO SAME	PCT/US2004/021521	07/02/2004
METHOD FOR MANUFACTURING PERFORATED MICROSTRUCTURES BY USING FLUIDIC JETS	PCT/US2004/017255	06/02/2004
HYDROGEL COMPOSITION DEMONSTRATING PHASE SEPARATION	PCT/US2004/015448	05/17/2004
COVALENT AND NON-COVALENT CROSSLINKING OF HYDROPHILIC POLYMERS AND ADHESIVE COMPOSITIONS PREPARED THEREWITH	PCT/US2004/011567	04/14/2004
METHOD FOR MANUFACTURING MICROSTRUCTURES HAVING MULTIPLE MICROELEMENTS WITH THROUGH-HOLES	PCT/US2004/005382	02/24/2004
HYDROGEL COMPOSITIONS FOR TOOTH WHITENING	PCT/US2004/003443	02/04/2004
DERMAL, TRANSDERMAL, MUCOSAL OR TRANSMUCOSAL INGREDIENT DELIVERY DEVICES	PCT/US2003/039717	12/12/2003
SKIN ADHESIVE FOR CUSHIONS AND WOUND DRESSINGS	PCT/US2003/016408	05/23/2003
COMPOSITIONS AND DELIVERY SYSTEMS FOR ADMINISTRATION OF A LOCAL ANESTHETIC AGENT	PCT/US2002/014725	05/07/2002

HYDROGEL COMPOSITIONS	PCT/US2002/014260	05/01/2002
TWO-PHASE, WATER-ABSORBENT BIOADHESIVE COMPOSITION	PCT/US2002/013680	05/01/2002
PREPARATION OF HYDROPHILIC PRESSURE SENSITIVE ADHESIVES HAVING OPTIMIZED ADHESIVE PROPERTIES	PCT/US2001/021417	07/06/2001

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CORPLEX (Pending)	78/510,188	11/02/2004
MICROCOR (Pending)	78/841,652	03/20/2006
CORPLEX (Abandoned)	76/505,176	04/09/2003
CORIUM (Abandoned)	76/179,309	12/07/2000



SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

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