

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CENERX BIOPHARMA, INC.		06/10/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	MIDCAP FUNDING I, LLC
Street Address:	7735 Old Georgetown Road, Suite 400
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78942813	CENERX

CORRESPONDENCE DATA

Fax Number: (650)963-3550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: SSullivan@virtuallawpartners.com
 Correspondent Name: Virtual Law Partners LLP
 Address Line 1: P.O. Box 1329
 Address Line 4: Mountain View, CALIFORNIA 94042

ATTORNEY DOCKET NUMBER:	CENERX-MIDCAP IPSA
NAME OF SUBMITTER:	Stephen G. Sullivan
Signature:	/Stephen G. Sullivan/
Date:	06/11/2009

Total Attachments: 8

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**TRADEMARK
 REEL: 004002 FRAME: 0460**

OP \$40.00 78942813

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 10th day of June, 2009 by and between MIDCAP FUNDING I, LLC, a Delaware limited liability company ("Agent") and CENERX BIOPHARMA, INC. ("Grantor").

RECITALS

A. The Lenders have 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 Agent, the Lenders 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, 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.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Agent, for the ratable benefit of the Lenders, 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 Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, 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.

Address of Grantor:

270 Cornerstone Drive, Suite 103
Cary, North Carolina 27519

Attn: Mark Baric

GRANTOR:

CENERX BIOPHARMA, INC.

By: 

Title: CEO

Address of Agent:

7735 Old Georgetown Road, Suite 400
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

AGENT:

MIDCAP FUNDING I, LLC

By: _____

Title: _____

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:

270 Cornerstone Drive, suite 103
Cary, North Carolina 27519
Attn: Mark Baric

Attn: _____

CENERX BIOPHARMA, INC.

By: _____

Title: _____

AGENT:

Address of Agent:

7735 Old Georgetown Road, Suite 400
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

MIDCAP FUNDING I, LLC

By:  _____

Title: Josh Groman
Managing Director

CENERX BIOPHARMA, INC.

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
METHODS OF TREATING RETT SYNDROME	12/117,586 20080280983	05/08/2008
DIALKYLAMINO ALKYL ESTERS OF PIVAGABINE AS MEDICAMENTS FOR THE TREATMENT OF CENTRAL NERVOUS SYSTEM DISORDERS	11/946,708 20090111813	11/28/2007
POLYMORPHIC FORM OF FLUORO-7- (2,2,2-TRIFLUOROETHOXY) PHENOXATHIIN-10,10-DIOXIDE	11/773,892 20080009542	07/05/2007
ORAL ENTEMI ANTIDEPRESSANT FORMULATION	61/143,764 Publishes 7/2010	01/09/2009
ORAL SUSTAINED RELEASE ANTIDEPRESSANT FORMULATION	61/143,767 Publishes 7/2010	01/09/2009

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CENERX (Pending)	78/942,813	08/02/2006
MERIMA (Allowed)	77/467,853	05/07/2008
MYRIMA (Allowed)	77/467,852	05/07/2008
ATYRIMA (Allowed)	77/467,850	05/07/2008
TRIRIMA (Allowed)	77/514,002	07/02/2008
ATYREMA (Allowed)	77/478,437	05/19/2008
TYRIMA (Abandoned)	77/094,042	01/29/2007

SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registratio n/ Application Date</u>
NONE	N/A	N/A