

RE 6/12/09

06-22-2009

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**



To the Director of the U. S. Patent and Trademark Office: Please record the attached c

103564540

1. Name of conveying party(ies):

CeNeRx BioPharma, Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 06/10/09

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Perseus-Soros Biopharmaceutical Fund, LP

Internal Address: c/o Aisling Capital, LLC

Street Address: 888 Seventh Avenue, 30th Floor

City: New York

State: NY

Country: USA Zip: 10106

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship Delaware

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

78942813; 77467853; 77467852; 77467850; 77514002; 77478437

B. Trademark Registration No. (s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wyrick Robbins Yates & Ponton LLP

Internal Address: Christopher L. Sorey

Street Address: 4101 Lake Boone Trail, Suite 300

City: Raleigh

State: NC Zip: 27607

Phone Number: 919-781-4000

Fax Number: 919-781-4865

Email Address: jp@wyrick.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 0.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Christopher L. Sorey

Signature

6/17/2009

Date

Christopher L. Sorey
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Receiving Parties

L. Capital Partners SBIC, LP
10 E. 53rd Street, 37th Floor
New York, NY 10022
Attn: Ting Pau Oei

A Delaware Limited Partnership

A.M. Pappas Life Science Ventures III, LP
2520 Meridian Parkway, Suite 400
Durham, NC 27713
Attn: Ford Worthy

A Delaware Limited Partnership

PV III CEO Fund, LP
2520 Meridian Parkway, Suite 400
Durham, NC 27713
Attn: Ford Worthy

A Delaware Limited Partnership

I. Wistar Morris, III
234 Broughton Lane
Villanova, PA 19085

Individual, United States Citizen

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/12/2009
900136155

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:	Perseus-Soros Biopharmaceutical Fund, LP
Street Address:	c/o Aising Capital, LLC
Internal Address:	888 Seventh Avenue, 30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10106
Entity Type:	LIMITED PARTNERSHIP:

Name:	L. Capital Partners SBIC, LP
Street Address:	10 E. 53rd Street, 37th Floor
Internal Address:	Attn: Ting Pau Oei
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP:

Name:	A.M. Pappas Life Science Ventures III, LP
Street Address:	2520 Meridian Parkway, Suite 400
Internal Address:	Attn: Ford Worthy
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27713
Entity Type:	LIMITED PARTNERSHIP:

Name:	PV III CEO Fund, LP
Street Address:	2520 Meridian Parkway, Suite 400

OP \$165.00 78942813

Internal Address:	Attn: Ford Worthy
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27713
Entity Type:	LIMITED PARTNERSHIP:

Name:	J. Wistar Morris III
Street Address:	234 Broughton Lane
City:	Villanova
State/Country:	PENNSYLVANIA
Postal Code:	19085
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78942813	CENERX
Serial Number:	77467853	MERIMA
Serial Number:	77467852	MYRIMA
Serial Number:	77467850	ATYRIMA
Serial Number:	77514002	TRIRIMA
Serial Number:	77478437	ATYREMA

CORRESPONDENCE DATA

Fax Number: (919)781-4885

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919-781-4000

Email: ip@wyrick.com

Correspondent Name: Wyrick Robbins Yates & Ponton LLP

Address Line 1: 4101 Lake Boone Trail, Suite 300

Address Line 2: Bronwyn A. Tucker

Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	20515.24/TRADEMARKS
NAME OF SUBMITTER:	Christopher L. Sorey
Signature:	/CLS/
Date:	06/12/2009

Total Attachments: 11

source=CeNeRx IP Security Agreement#page1.tif

source=CeNeRx IP Security Agreement#page2.tif
source=CeNeRx IP Security Agreement#page3.tif
source=CeNeRx IP Security Agreement#page4.tif
source=CeNeRx IP Security Agreement#page5.tif
source=CeNeRx IP Security Agreement#page6.tif
source=CeNeRx IP Security Agreement#page7.tif
source=CeNeRx IP Security Agreement#page8.tif
source=CeNeRx IP Security Agreement#page8.tif
source=CeNeRx IP Security Agreement#page9.tif
source=CeNeRx IP Security Agreement#page10.tif
source=CeNeRx IP Security Agreement#page11.tif

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF JUNE 10, 2009 BY AND AMONG MIDCAP FUNDING I, LLC AND THE PARTIES HERETO. THE SUBORDINATION AGREEMENT CONTAINS PROVISIONS RESTRICTING, AMONG OTHER THINGS, CERTAIN PAYMENTS AND THE EXERCISE OF CERTAIN RIGHTS AND REMEDIES BY THE PARTIES HERETO.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Agreement*"), dated as of June 10, 2009, is hereby entered into by and among CeNeRx BioPharma, Inc., a Delaware corporation ("*Borrower*") and the parties set forth on the Schedule of Secured Parties attached hereto as Schedule A (each a "*Lender*" and collectively, the "*Lenders*").

RECITALS

WHEREAS, the Lenders will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by that certain secured Secured Subordinated Convertible Promissory Note Purchase Agreement (the "*Purchase Agreement*") dated of even date herewith between Borrower and Lenders, and those certain Secured Subordinated Convertible Promissory Notes, executed by Borrower and made payable to each of the respective Lenders (the "*Notes*" and, together with this Agreement, the Purchase Agreement, and each of the other agreements and documents contemplated herein and therein, the "*Loan Documents*") but only if Borrower grants the Lenders a security interest in its trademarks and patents and other collateral (the "*Collateral*") described in the Purchase Agreement; and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the Secured Obligations (as defined in the Security Agreement of even date herewith among Borrower and the Lenders).

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest in all right, title and interest in its Intellectual Property (as defined below) now owned or hereafter acquired by Borrower or in which Borrower now holds or hereafter acquires any interest. As used herein, the term "*Intellectual Property*" shall include:

(a) All trademarks and patents of Borrower, including, without limitation, patents and trademarks listed on Schedule B attached hereto, all trade names, corporate names, company names, business names, fictitious business names, trade styles,

service marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise;

(b) All letters patent of the United States or any other country or any political subdivision thereof, all registrations and recordings thereof, and all applications in connection therewith or rights corresponding thereto (including continuations and continuations-in-part thereof), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise;

(c) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any state thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country;

(d) All amendments, reissues, renewals, extensions of, or relating to, any of the foregoing, and all licenses or other rights to use any of the foregoing and all license fees and royalties from such use;

(e) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(f) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(g) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all reissues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Representations and Warranties. Borrower represents and warrants as follows:

(a) Except for the security interest created by this Agreement and pursuant to (i) that certain Loan and Security Agreement dated as of the date hereof ("*Loan Agreement*") by and among the Company, MidCap Funding I, LLC ("*MidCap*"), and the Lenders set forth therein ("*Lenders*" together with MidCap, "*MidCap Lenders*") and (ii) that certain Intellectual Property Security Agreement dated as of the date herewith ("*IP Agreement*") by and among the Company and MidCap Lenders, Borrower is now the sole owner of the Intellectual Property free and clear of any encumbrance, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business;

(b) Except as otherwise set forth in the Loan Agreement and IP Agreement, during the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the Intellectual Property, except for non-exclusive licenses granted by Borrower in the ordinary course of business or as set forth in this Agreement;

(c) To its knowledge, each of the issued patents contained in the Intellectual Property is valid and enforceable, and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property violates the rights of any third party;

(d) Borrower shall deliver to the Lenders within thirty (30) days of the last day of each fiscal quarter, a report signed by Borrower, in form reasonably acceptable to the Lenders, listing any new applications or registrations that Borrower has made or filed in respect of any patents, copyrights or trademarks. Borrower shall promptly advise the Lenders of any material change in the composition of the Intellectual Property, including but not limited to any subsequent ownership right of Borrower in or to any Intellectual Property not specified in this Agreement;

(e) Borrower shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Intellectual Property (ii) detect infringements of the Intellectual Property and promptly advise the Lenders in writing of material infringements detected and (iii) not allow any material Intellectual Property to be abandoned, forfeited or dedicated to the public without the prior written consent of the Lenders representing a majority of the outstanding principal amount of the Notes, which consent shall not be unreasonably withheld;

(f) Borrower shall, from time to time, execute and file such instruments, and take such further actions as the Lenders may reasonably request from time to time to perfect or continue the perfection of the Lenders' interest in the Intellectual Property or to enable the Lenders to exercise and enforce their rights and remedies hereunder with respect to any Intellectual Property. Borrower shall give the Lenders notice of all such applications or registrations; and

(g) With the exception of the Loan Agreement and the IP Agreement, Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without the Lenders' prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interests in any property included within the definition of the Intellectual Property acquired under such contracts.

4. Attorney in Fact. Upon the occurrence and during the continuance of an Event of Default (as defined in the Notes), Borrower does hereby irrevocably appoint Aisling Capital, LLC (the "*Lenders Representative*") as its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to execute, deliver and file such agreements, documents, notices, statements and records, to include, without limitation, financing statements, and to do or undertake such other acts as the Lenders Representative, in its sole discretion, deems

necessary or advisable to effect the terms and conditions of this Agreement, the other Loan Documents and to otherwise preserve, protect and perfect the security of the security interest in the Intellectual Property. The foregoing appointment is and the same shall be coupled with an interest in favor of the Lenders Representative.

5. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and the Lenders shall release its security interest in the Intellectual Property, only upon payment in full and performance by Borrower of all Secured Obligations; provided, that the conversion into equity of all the then outstanding Notes issued pursuant to the Purchase Agreement in accordance with the terms of the Notes shall be deemed to be a payment in full and performance by Borrower of all Secured Obligations.

6. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Purchase Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Purchase Agreement.

7. Amendment. This Agreement may be amended only with the written consent of Borrower and the Lenders representing a majority of the outstanding principal amount of the Notes, and any amendment so effected shall be binding upon Borrower and each of the Lenders.

8. Execution of the Agreement by the Parties. This Agreement may be executed by facsimile and in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:**CENERX BIOPHARMA, INC**By: 

Barry Brand
Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

LENDERS:**PERSIUS SOROS BIOPHARMACEUTICAL FUND, LP**

By: _____
Name: **JAY L. SHOENFELDER**
Title: **Attorney-in-Fact**

L CAPITAL PARTNERS SBIC, LP

By: _____
Name: **Ting Pau Oei**
Title: **Principal**

A.M. PAPPAS LIFE SCIENCE VENTURES III, LP

By: **AMP&A Management III, LLC**
Its: **General Partner**

By: _____
Name: **Ford Worthy**
Title: **Partner**

PV III CEO FUND, LP

By: **AMP&A Management III, LLC**
Its: **General Partner**

By: _____
Name: **Ford Worthy**
Title: **Partner**

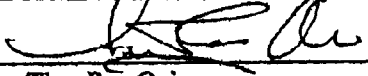
I. WISTAR MORRIS, III

Signature Page to Intellectual Property Security Agreement

LENDERS:**PERSEUS-SOROS BIOPHARMACEUTICAL FUND, LP**

By: _____
Name:
Title:

L CAPITAL PARTNERS SBIG, LP

By:  _____
Name: Ting Pau Oei
Title: Principal

A.M. PAPPAS LIFE SCIENCE VENTURES III, LP

By: AMP&A Management III, LLC
Its: General Partner

By: _____
Name: Ford Worthy
Title: Partner

PV III CEO FUND, LP

By: AMP&A Management III, LLC
Its: General Partner

By: _____
Name: Ford Worthy
Title: Partner

I. WISTAR MORRIS, III

Signature Page to Intellectual Property Security Agreement

O:WYRICK ROBBINS YATES & PONTON LLP COMPANY:4101 LAKE BOONE TRAIL, SUITE 300

LENDERS:**PERSEUS-SOROS BIOPHARMACEUTICAL FUND, LP**

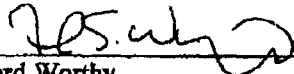
By: _____
Name:
Title:

L CAPITAL PARTNERS SBIC, LP

By: _____
Name: Ting Pau Oei
Title: Principal

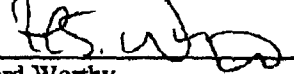
A.M. PAPPAS LIFE SCIENCE VENTURES III, LP

By: AMP&A Management III, LLC
Its: General Partner

By:  _____
Name: Ford Worthy
Title: Partner

PV III CEO FUND, LP

By: AMP&A Management III, LLC
Its: General Partner

By:  _____
Name: Ford Worthy
Title: Partner

I. WISTAR MORRIS, III

Signature Page to Intellectual Property Security Agreement

20515.24-581457 v5

LENDERS:**PERSEUS-SOROS BIOPHARMACEUTICAL FUND, LP**

By: _____
Name:
Title:

L CAPITAL PARTNERS SBIC, LP

By: _____
Name: Ting Pau Oei
Title: Principal

A.M. PAPPAS LIFE SCIENCE VENTURES III, LP

By: AMP&A Management III, LLC
Its: General Partner

By: _____
Name: Ford Worthy
Title: Partner

PV III CEO FUND, LP

By: AMP&A Management III, LLC
Its: General Partner

By: _____
Name: Ford Worthy
Title: Partner



I. WISTAR MORRIS, III

Signature Page to Intellectual Property Security Agreement

SCHEDULE A**SCHEDULE OF SECURED PARTIES**

Perseus-Soros Biopharmaceutical Fund, LP
c/o Aisling Capital, LLC
888 Seventh Avenue, 30th Floor
New York, NY 10106

L Capital Partners SBIC, LP
10 E. 53rd Street, 37th Floor
New York, NY 10022
Attn: Ting Pau Oei

A.M. Pappas Life Science Ventures III, LP
2520 Meridian Parkway, Suite 400
Durham, NC 27713
Attn: Ford Worthy

PV III CEO Fund, L.P.
2520 Meridian Parkway, Suite 400
Durham, NC 27713
Attn: Ford Worthy

I. Wistar Morris, III
234 Broughton Lane
Villanova, PA 19085

SCHEDULE B**INTELLECTUAL PROPERTY****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 Enteric 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

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