

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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>
TITAN PHARMACEUTICALS, INC.		12/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OXFORD FINANCE CORPORATION		
<b>Street Address:</b>	133 N. Fairfax Street		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76281064	PROBUPHINE	
<b>Serial Number:</b>	75455716	CCM	
<b>Serial Number:</b>	75146837	SPHERAMINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8586386733		
<b>Email:</b>	karen.johanson@dlapiper.com		
<b>Correspondent Name:</b>	DLA PIPER LLP (US)		
<b>Address Line 1:</b>	4365 EXECUTIVE DRIVE, SUITE 1100		
<b>Address Line 2:</b>	ATTN: KAREN JOHANSON		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	368986-14		
<b>NAME OF SUBMITTER:</b>	Troy Zander		

CH \$90.00 76281064

**900150679**

**TRADEMARK  
 REEL: 004120 FRAME: 0083**

Signature:	/Troy Zander/
Date:	12/23/2009
Total Attachments: 6 source=Titan IPSA#page1.tif source=Titan IPSA#page2.tif source=Titan IPSA#page3.tif source=Titan IPSA#page4.tif source=Titan IPSA#page5.tif source=Titan IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2009 by and between OXFORD FINANCE CORPORATION ("Lender") and TITAN PHARMACEUTICALS, INC. ("Grantor").

### RECITALS

A. Lender 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 Lender and Grantor dated the Closing 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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender 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 Exhibits 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.


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:

TITAN PHARMACEUTICALS, INC.

400 Oyster Point Blvd., Suite 305  
South San Francisco, CA 94080

By:   
SUNIL BHONSLE

Attn: Chief Financial Officer

Title: PRESIDENT

LENDER:

Address of Lender:

OXFORD FINANCE CORPORATION

133 N. Fairfax Street  
Alexandria, VA 22314

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

Attn: Tim A. Lex, Chief Operating Officer

Title: \_\_\_\_\_

*[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:

TITAN PHARMACEUTICALS, INC.

400 Oyster Point Blvd., Suite 505  
South San Francisco, CA 94080

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

Attn: Chief Financial Officer

Title: \_\_\_\_\_

LENDER:

Address of Lender:

OXFORD FINANCE CORPORATION

133 N. Fairfax Street  
Alexandria, VA 22314

By: MAZ

Attn: Tim A. Lex, Chief Operating Officer

Title: COO

*[Signature Page to Intellectual Property Security Agreement]*

WEST 21840263  
368986-000020

TRADEMARK  
REEL: 004120 FRAME: 0087

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
1. Use of gallium to treat biofilm-associated infections	11700289	1/30/07
2. Implantable polymeric device for sustained release of buprenorphine	10453377	6/2/03
3. Combination of chemotherapeutic drugs for increasing antitumor activity	10521548	8/22/05
4. Implantable polymeric device for sustained release of dopamine agonist	10815481	3/31/04
5. Implantable polymeric device for sustained release of nalmefene	10856178	5/27/04
6. Use of gallium to treat inflammatory arthritis	11015172	12/17/04
7. Use of pigmented retinal epithelial cells for creation of an immune privilege site	11363911	2/27/06
8. Methods of treating schizophrenia	11497914	8/1/06
9. Treatment and prevention of adverse liver conditions using gallium	11594582	11/7/06
10. Implantable polymeric device for sustained release of buprenorphine	11801302	5/8/07
11. Implantable polymeric device for sustained release of buprenorphine with minimal initial burst	11805608	5/23/07
12. Implantable polymeric device for sustained release of dopamine agonist	12119334	5/12/08
13. Method for gene transfer to the central nervous system	6210664	4/3/01
14. Methods of treating schizophrenia	7115256	10/3/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. PROBUPHINE	76281064	7/6/01
2. CCM	75455716	3/24/98
3. SPHERAMINE	75146837	8/8/96