

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
Cerimon Pharmaceuticals, Inc.		01/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	83 Wooster Heights Road		
Internal Address:	Fifth Floor		
City:	Danbury		
State/Country:	CONNECTICUT		
Postal Code:	06810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3529970	CERIMON PHARMACEUTICALS	
Serial Number:	77714747	DOLGO	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6565		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Mike Parisi		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	350884		
NAME OF SUBMITTER:	Latosha E. Allen		

OP \$65.00 3529970

Signature:	/Latosha E. Allen/
Date:	02/01/2010
<p>Total Attachments: 12 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of January 29, 2010, is made by **CERIMON PHARMACEUTICALS, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent and lender (the "**Agent**").

WITNESSETH:

WHEREAS, Grantor, Agent and certain other financial institutions from time to time as party thereto as lenders ("**Lenders**") are parties to the Loan and Security Agreement, dated as of December 31, 2007, as amended by that certain Consent, Waiver and First Amendment to Loan and Security Agreement and First Amendment to Post-Closing Obligations Letter, dated as of June 27, 2008 (as so amended, and as may be further amended, restated, supplemented or otherwise modified), pursuant to which Lenders have agreed to provide to Grantor certain loans and other extensions of credit in accordance with the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, as amended by that certain Second Amendment to Loan and Security Agreement, dated as even date herewith, by and among Grantor, Agent and Lenders (the "**Second Amendment**"), and in consideration of the amendments provided for the benefit of Grantor thereunder, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and Lenders to enter into the Second Amendment and to induce Lenders to continue to make extensions of credit to Grantor under the Loan Agreement, Grantor hereby agrees with Agent and Lenders and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Intellectual Property Collateral**"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those owned by Grantor referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those owned by Grantor referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those owned by Grantor referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those owned by Grantor referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing the term "Intellectual Property Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another

person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto or give another person party the right to terminate, accelerate or otherwise adversely alter Grantor's rights, title and interest thereunder; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Intellectual Property Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Lender's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

Section 3. Loan Agreement and Second Amendment. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement and the Second Amendment, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Second Amendment, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CERIMON PHARMACEUTICALS, INC.


By: 

Name: James Welch

Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Peter Gibron
Title: Duly Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On Jan. 29th 2010 before me, Mahendra S. Patel (Notary Public)

Date

Here Insert Name and Title of the Officer

personally appeared James (Jim) Howard Welch

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mahendra S. Patel (Notary Public)

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Security Agreement

Document Date: 1/29/10 Number of Pages: _____

Signer(s) Other Than Named Above: NO

Capacity(ies) Claimed by Signer(s)

Signer's Name: James (Jim) Howard Welch

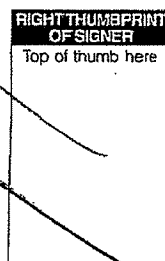
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**Schedule 1
to
Intellectual Property Security Agreement**

None.

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

US2000 11680110.1

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REEL: 004141 FRAME: 0441

**Schedule 2
to
Intellectual Property Security Agreement**

Mark: Cerimon Pharmaceuticals

Country	Registration Number	Registration Date
USA	3529970	NOV. 11, 2008

Mark: Dolgo

Country	Application Number	Application Date	Comment
USA	77714747	APR 15, 2009	Possible trade name for patch

Schedule 3
to
Intellectual Property Security Agreement

Grantor has an exclusive license to U.S. Patent 7,651,700 covering the formulation of the diclofenac patch, granted under that Amended and Restated Agreement for the Development and Commercialization of the Diclofenac Tape dated May 19, 2009 between Grantor and Dojin Iyakyu-Kako Co., Ltd.

Schedule 4
to
Intellectual Property Security Agreement

Grantor has an exclusive license to the continuation of U.S. Patent 7,651,700 to include a method of use claim for the diclofenac patch in the treatment of pain, granted under that Amended and Restated Agreement for the Development and Commercialization of the Diclofenac Tape dated May 19, 2009 between Grantor and Dojin Iyakyu-Kako Co., Ltd.

Grantor has an exclusive license to U.S. patent application serial number 11/578,152 covering an ANTI-INFLAMMATORY ANALGESIC EXTERNAL AQUEOUS LIQUID PREPARATION, granted under that Development and Commercialization Agreement for the Diclofenac Lotion dated January 8, 2008 between Grantor and Dojin Iyakyu-Kako Co., Ltd

**Schedule 5
to
Intellectual Property Security Agreement**

None.

SCHEDULE 5
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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Schedule 6
to
Intellectual Property Security Agreement

Grantor has an exclusive license to European Patent Application number 027 281104.7 covering the diclofenac patch formulation, granted under that Amended and Restated Agreement for the Development and Commercialization of the Diclofenac Tape dated May 19, 2009 between Grantor and Dojin Iyakyu-Kako Co., Ltd.

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECORDED: 02/01/2010

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