

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
Syndax Pharmaceuticals, Inc.		08/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Domain Partners VI, L.P.		
Street Address:	One Palmer Square, Suite 515		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08542		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77032297	SYNDAX	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-268-7000		
Email:	jdecker@mofo.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	55815-10		
NAME OF SUBMITTER:	Lynn M. Humphreys		
Signature:	/Lynn M. Humphreys/		
Date:	08/03/2010		

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Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of August 3, 2010, is made between SYNDAX PHARMACEUTICALS, INC., a Delaware corporation (“*Grantor*”) and DOMAIN PARTNERS VI, L.P. (“*Secured Party*”), as collateral agent for the Lenders referred to in the Security Agreement defined below.

Grantor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning set forth in Section 2.

“*PTO*” means the United States Patent and Trademark Office.

“*Security Agreement*” means the Security Agreement dated as of August 3, 2010 between Grantor and Secured Party, as amended from time to time.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants, assigns, and conveys to Secured Party, for itself and on behalf of and for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “*Collateral*”):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party, for itself and on behalf of and for the ratable benefit of the Lenders, with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8 Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed (by certified or registered mail), sent or delivered to the respective parties hereto at or to their respective addresses, facsimile numbers or email addresses set forth below their names on the signature pages hereof, or at or to such other address, facsimile number or email address as shall be designated by any party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission or electronic mail, when sent. Electronic mail may be used only for routine communications, such as distribution of informational documents or documents for execution by the parties thereto, and may not be used for any other purpose.

SECTION 9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Delaware.

SECTION 10 Amendment; Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

SECTION 11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 12 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SYNDAX PHARMACEUTICALS, INC.

By: 

Name: Joanna Horobin, M.D.

Title: Chief Executive Officer

Address: Syndax Pharmaceuticals, Inc.
Attn: Chief Executive Officer
460 Totten Pond Road
Waltham, MA 02451
Email: jhorobin@syndax.com
Fax: (781) 419-1420

COLLATERAL AGENT:

DOMAIN PARTNERS VI, L.P.

By: One Palmer Square Associates VI, L.L.C.

Its: General Partner

By: *Kathleen K. Schoemaker*

Name: Kathleen K. Schoemaker

Title: Managing Member

Address: One Palmer Square, Suite 515

Princeton, NJ 08542

Email: schoemaker@domainvc.com

Fax: (609) 683-4581

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004253 FRAME: 0924

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of Grantor

None.

Pending U.S. Patent Applications of Grantor

<u>Country</u>	<u>Name</u>	<u>Type</u>	<u>Status</u>	<u>Application No.</u>	<u>Filed</u>	<u>Ownership</u>
US	MS-275 Derivatives	ORD	Published	US2008/70935	23-Jul-08	Syndax
US	Pyrrrole-based SirTI Inhibitors	ORD	Published	US2008/70828	23-Jul-08	Syndax
US	Hydroacridone-based SirT1 Inhibitors	ORD	Published	US2008/70827	23-Jul-08	Syndax
US	MS-275 New Metal Chelates	ORD	Published	US2008/70884	23-Jul-08	Syndax
US	Tetrahydrobenzoimidazolone-based SirT1	ORD	Published	US2008/79298	9-Oct-08	Syndax
US	MS-275 Dosing & PK Application	ORD	Published	US2008/84009	19-Nov-08	Syndax
US	MS-275+mTOR	ORD	Published	US2008/81625	29-Oct-08	Syndax
US	MS-275+mTOR	ORD	Published	12/260,883	29-Oct-08	Syndax
US	Era+Ligands (Endocrine Treatment)	ORD	Published	11/938,130	9-Nov-07	Syndax
US	Her2	PCT	Pending	US2009/39824	7-Apr-09	Syndax
US	IgF1-R	PRO	Pending	61/140,036	22-Dec-08	Syndax
US	Prodrugs of Azacitidine 5'-Phosphate		Pending		July 5, 2010	Syndax
US	Prodrugs of Azacitidine 5'-Diphosphate		Pending		July 5, 2010	Syndax

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Registered Trademarks of Grantor

None.

Pending U.S. Trademark Applications of Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77032297	10/30/2006	Syndax Pharmaceuticals, Inc.	Syndax