

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
Intarcia Therapeutics, Inc.		08/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Oxford Finance Corporation
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

Name:	Silicon Valley Bank
Street Address:	555 Mission Street, Suite 900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3330632	INTARCIA
Registration Number:	3775501	INTARCIA
Registration Number:	3389771	
Serial Number:	85036267	
Serial Number:	85036165	INTARCIA

CORRESPONDENCE DATA

Fax Number: (510)782-7801

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

900171270

**TRADEMARK
 REEL: 004275 FRAME: 0662**

CH \$140.00 3330632

Phone: 5107233422
Email: BARBARA.MCCLUNG@INTARCIA.COM
Correspondent Name: BARBARA G. MCCLUNG
Address Line 1: 24650 INDUSTRIAL BLVD.
Address Line 4: HAYWARD, CALIFORNIA 94545

NAME OF SUBMITTER:	Barbara G. McClung
Signature:	/Barbara McClung/
Date:	09/09/2010

Total Attachments: 9
source=IPSA#page1.tif
source=IPSA#page2.tif
source=IPSA#page3.tif
source=IPSA#page4.tif
source=IPSA#page5.tif
source=IPSA#page6.tif
source=IPSA#page7.tif
source=IPSA#page8.tif
source=IPSA#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2010 by and among **OXFORD FINANCE CORPORATION**, a Delaware corporation with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("Oxford"), as collateral agent (the "Collateral Agent"), the Lenders listed on Schedule 1.1 to the Loan Agreement (as hereinafter defined), including without limitation, Oxford and **SILICON VALLEY BANK**, a California corporation with a loan production office located at 555 Mission Street, Suite 900, San Francisco, California 94105 (the "Lenders"), and **INTARCIA THERAPEUTICS, INC.**, a Delaware corporation with its corporate office at 24650 Industrial Boulevard, Hayward, California 94545 ("Grantor").

RECITALS

A. The Lenders have made certain advances of money and extended certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated November 25, 2008, by and among Grantor, the Collateral Agent, and the Lenders, as amended by the First Loan Modification Agreement relating thereto (the "First LMA") dated as of the date hereof (the Loan and Security Agreement, the First LMA, and any further amendments, modifications or supplements hereinafter entered into, is referred to as the "Loan Agreement"). The Lenders are willing to enter into the First LMA, but only upon the condition, among others, that Grantor shall grant to the Collateral Agent and the Lenders a security interest in Grantor's Trademarks, and Patents and other intellectual property rights (as each term is described below), if any, to secure the obligations of Grantor under the Loan Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Collateral Agent, for the ratable benefit of the Lenders, and to each 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 the Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, 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:

1. All patents, patent applications, and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same now or hereafter existing, created, acquired, or held, including, without limitation, the United States issued patents and published patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

2. All 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, now or hereafter existing, created, acquired, or held, including, without limitation, the United States registered trademarks and trademark applications set forth on Exhibit B attached hereto (collectively, the "Trademarks");

3. 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;

4. Any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals now or hereafter existing, created, acquired, or held;

5. Any and all intellectual property rights in source code now or hereafter existing, created, acquired, or held;

6. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired, or held;

7. Any and all mask works or rights available for the protection of semiconductor chips now or hereafter existing, created, acquired, or held;

8. Any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights identified above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of said rights;

9. Any and all licenses or other rights to use any of the intellectual property rights identified above and all license fees and royalties arising from such use to the extent permitted by such license or rights;

10. Any and all amendments, extensions, renewals and extensions of any of the intellectual property rights identified above; and

11. Any and all proceeds and products of the intellectual rights identified above, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor represents and warrants that as of the date of this Intellectual Property Security Agreement no filing or other action is necessary in order for the Collateral Agent, for the ratable benefit of the Lenders, to have a perfected first priority security interest in all of Grantor's Intellectual Property Collateral (other than filings with the United States Patent and Trademark Office in respect of the Patents and Trademarks listed on Exhibits A and B, respectively, including updates thereto, and any and all now and future pending unpublished United States patent applications; and the filing of a UCC-1 covering the Intellectual Property Collateral).

This security interest is granted in conjunction with the security interest granted to the Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, under the Loan Agreement. The rights and remedies of the Collateral Agent and the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and other Loan Documents, and those which are now or hereafter available to the Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Collateral Agent and the Lenders provided for herein or in the Loan Agreement or other 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 the Collateral Agent or the Lenders of any one or more of the rights, powers or remedies

provided for in this Intellectual Property Security Agreement, the Loan Agreement or 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 the Collateral Agent and the Lenders, 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:

24650 Industrial Boulevard
Hayward, CA 94545

Attn: General Counsel

Barbara J. McCune

*Intarcia
Legal*

INTARCIA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

Collateral Agent:

Address:

133 North Fairfax Street
Alexandria, VA 22314

Attn: _____

OXFORD FINANCE CORPORATION

By: _____

Name: _____

Title: _____

Address:

555 Mission Street, Suite 900
San Francisco, CA 94105

Attn: _____

Lenders:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

Address:

133 North Fairfax Street
Alexandria, VA 22314

Attn: _____

OXFORD FINANCE CORPORATION

By: _____

Name: _____

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.

Address of Grantor:

24650 Industrial Boulevard
Hayward, CA 94545

Attn: General Counsel _____

Grantor:

INTARCIA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

Address:

133 North Fairfax Street
Alexandria, VA 22314

Attn: _____

Collateral Agent:

OXFORD FINANCE CORPORATION

By: _____

Name: _____

Title: _____

Address:

555 Mission Street, Suite 900
San Francisco, CA 94105

Attn: _____

Lenders:

SILICON VALLEY BANK

By: *James Taylor*

Name: *James Taylor*

Title: *Relationship Manager*

Address:

133 North Fairfax Street
Alexandria, VA 22314

Attn: _____

OXFORD FINANCE CORPORATION

By: _____

Name: _____

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:

24650 Industrial Boulevard
Hayward, CA 94545

Attn: General Counsel _____

INTARCIA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

Collateral Agent:

Address:

133 North Fairfax Street
Alexandria, VA 22314

Attn: _____

OXFORD FINANCE CORPORATION

By: TAL

Name: T.A. Lex

Title: COO

Lenders:

Address:

555 Mission Street, Suite 900
San Francisco, CA 94105

Attn: _____

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

Address:

133 North Fairfax Street
Alexandria, VA 22314

Attn: _____

OXFORD FINANCE CORPORATION

By: TAL

Name: T.A. Lex

Title: COO

EXHIBIT A

U.S. Issued Patents and Published Patent Applications

Application Number	Patent Number
09/472,600	6,544,252
10/354,142	6,872,201
10/959,489	6,997,922
11/353,842	7,235,068
09/748,099	6,508,808
10/310,742	6,682,522
09/296,582	7,063,681
10/191,700	7,329,242
09/045,944	5,997,527
09/397,507	6,217,906
09/122,073	6,524,305
10/279,957	6,840,931
10/994,615	7,407,500
09/121,878	6,287,295
09/859,428	6,923,800
10/173,992	7,163,688
10/463,300	7,074,423
10/302,104	7,014,636
11/237,489	7,316,680
10/606,407	6,939,556
11/219,960	7,112,335
10/814,801	7,207,982
10/953,895	7,241,457
10/969,753	7,407,499
08/791,699	5,728,396
08/943,007	5,985,305
09/310,149	6,156,331
09/366,746	6,261,584
09/848,211	6,395,292
10/108,303	6,635,268
10/645,293	7,655,257
09/213,213	6,375,978
09/217,823	6,270,787
09/858,631	6,976,981
09/858,632	6,899,887
09/217,824	6,190,350
29/081,307	D402,757
09/121,835	6,113,938
09/497,422	7,258,869
10/988,716	7,731,947

U.S. Issued Patents and Published Patent Applications continued

Application Number	Patent Number
08/970,530	6,132,420
09/238,159	5,972,370
10/982,532	7,727,519
11/347,601	7,655,254
11/890,836	7,682,356
10/815,169	
11/755,494	
12/655,399	
12/075,435	
12/077,117	
12/655,397	
12/008,553	
11/347,562	
11/374,228	
12/315,194	
10/004,118	
12/658,570	
12/148,896	
12/378,341	
12/587,946	

EXHIBIT B

U.S. Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>
INTARCIA	78/449,866	3,330,632
INTARCIA & Design	77/500,875	3,775,501
Intarcia Logo	78/559,377	3,389,771
Intarcia Logo	85/036,267	
INTARCIA	85/036,165	