

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
Zogenix, Inc.		06/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Oxford Finance LLC
Street Address:	133 N. Fairfax Street
Internal Address:	Attention: Timothy A. Lex, COO
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85340419	RELDAY DP
Serial Number:	85340414	RELDAY
Serial Number:	85340410	ZOLIVATE
Serial Number:	85340408	ZOHYDRO
Serial Number:	85340406	ZYCONTA
Serial Number:	78859312	ZOGENIX
Serial Number:	77809528	SNAP, FLIP, PRESS
Serial Number:	77176600	SUMAVEL
Serial Number:	77108725	DOSEPRO
Serial Number:	77098305	ZOGENIX
Serial Number:	77098296	ZOGENIX
Serial Number:	77098291	ZOGENIX
Serial Number:	77098283	ZOGENIX

CH \$365.00 85340419

Serial Number:

77098275

ZOGENIX

CORRESPONDENCE DATA

Fax Number: (858)638-5130

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

Phone: 858-638-6730

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 2: Attention: Susan Reynolds

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

368986-22

NAME OF SUBMITTER:

Troy Zander

Signature:

/s/ Troy Zander

Date:

07/08/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 2011 by and between **OXFORD FINANCE LLC** (successor in interest to Oxford Finance Corporation; in its capacity as Administrative Agent, "Administrative Agent"; collectively with the other Lenders from time to time a party to the Loan Agreement (as defined below), the "Lenders," and each such lender individually, a "Lender") and **ZOGENIX, INC.** ("Grantor").

RECITALS

A. Lenders have 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 Second Amended and Restated Loan and Security Agreement by and among Administrative Agent, the Lenders and Grantor dated as of October 8, 2010 (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). Borrower has requested that Administrative Agent and the Lenders amend the Loan Agreement. Administrative Agent and the Lenders are willing to so amend the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights and Mask Works, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent 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 Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights and Mask Works, Patents and Trademarks listed on Schedules 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 Administrative Agent under the Loan Agreement. The rights and remedies of Administrative Agent 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 Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent 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 Administrative Agent 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 Administrative Agent, 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:

ZOGENIX, INC.

12671 High Bluff Drive, Suite 200
San Diego, California 92130

Attn: Chief Financial Officer

By: *Ann Rhoads*
Name: *Ann Rhoads*
Title: *CFO*

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

OXFORD FINANCE LLC

133 N. Fairfax Street
Alexandria, VA 22314

Attn: Timothy A. Lex, Chief Operating Officer

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:

ZOGENIX, INC.

12671 High Bluff Drive, Suite 200
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Attn: Chief Financial Officer

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

OXFORD FINANCE LLC

133 N. Fairfax Street
Alexandria, VA 22314

Attn: Timothy A. Lex, Chief Operating Officer

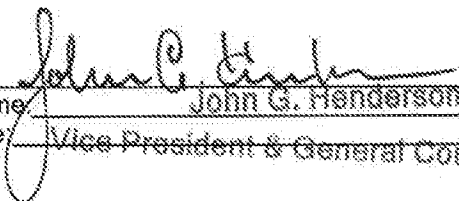
By: 
Name: John G. Henderson
Title: Vice President & General Counsel

EXHIBIT A

Copyrights and Mask Works

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Needleless injector drug capsule	09731398	12/1/00
Needleless injector with shock absorbing means between ram and piston	10493368	3/7/05
Needleless injector drug capsule and a method for filling thereof, pat. appl no., dated	10496357	6/4/07
Needle-less injector	10888334	7/8/04
Single-dose needle-free administration of antithrombotic medications	11624076	1/17/07
Needleless injector drug capsule and a method for filling thereof	11926608	10/29/07
Needleless injector	12021052	1/28/08
Viscous formulations and their use in needle-free injection	12032044	2/15/08
Method and system for delivery of neurotoxins	12161724	8/28/08
Device for readying a needle free injector for delivery	12816977	6/16/10
Novel formulations for treatment of migraine	12937355	2/2/11
Casing	13011240	1/21/11
Needle-less injector	5480381	1/2/96
Needle-less injector	5891086	4/6/99
Spring-powered dispensing device	5957886	9/28/99
Spring-powered dispensing device for medical purposes	6135979	10/24/00
Filling device for a needleless injector cartridge	6174304	1/16/01
Method and apparatus for making an article from a formable material	6216493	4/17/01
Needleless injector drug capsule and filling method	6251091	6/26/01
Method of filling a drug capsule and article produced thereby	6280410	8/28/01
Assembly of container and break-off closure and method of producing it	6409032	6/25/02
Method and apparatus for making an article from a formable material	6415631	7/9/02
Method of filling a drug capsule and article produced thereby	6554818	4/29/03
Needleless injectors	6620135	9/16/03
Needleless injector cartridge	6673038	1/6/04
Filling device for a needleless injector cartridge	6681810	1/27/04
Method and apparatus for filling needleless injector capsules	7150297	12/19/06
Method of proof testing class	7231945	6/19/07
Method of proof testing class	7320346	1/22/08
Device for readying a needle free injector for delivery	7776007	8/17/10
Casing	7901385	3/8/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
RELDAY DP	85340419	6/7/11
RELDAY,	85340414	6/7/11
ZOLIVATE	85340410	6/7/11
ZOHYDRO	85340408	6/7/11
ZYCONTA	85340406	6/7/11
ZOGENIX	78859312	4/11/06
SNAP, FLIP, PRESS	77809528	8/20/09
SUMAVEL	77176600	5/9/07
DOSEPRO	77108725	2/15/07
Zogenix	77098305	2/2/07
Zogenix	77098296	2/2/07
Zogenix	77098291	2/2/07
ZOGENIX	77098283	2/2/07
ZOGENIX	77098275	2/2/07