

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
CRESCENDO BIOSCIENCE, INC.		09/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77856377	VECTRA	
Serial Number:	77981581	CRESCENDO BIOSCIENCE	
Serial Number:	77584460	CRESCENDO BIOSCIENCE	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6729		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	jihan.jenkins@troutmansanders.com		
Correspondent Name:	JIHAN A.R. JENKINS		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000994		
NAME OF SUBMITTER:	Jihan A.R.Jenkins		
Signature:	/Jihan A.R. Jenkins, Reg. #64415/		

CH \$90.00 77856377

Date:

09/09/2011

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 8, 2011 by and between SILICON VALLEY BANK, a California corporation (“Bank”) and CRESCENDO BIOSCIENCE, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has 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 by and between Bank and Grantor dated as of December 19, 2008 (as the same has been amended, modified, supplemented or restated, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Borrower has requested that Bank enter into that certain Third Amendment to Loan and Security Agreement by and between Grantor and Bank dated of even date herewith (the “Third Amendment”), and Bank is willing to enter into the Third Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the Third Amendment, Grantor has granted to Bank 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 Bank a security interest in all of Grantor’s right, title and interest in, to and under the following (all of which shall collectively be called the “Intellectual Property Collateral”):

(a) 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, protected under United States copyright law, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all source code protected under the laws of the United States;

(c) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, protected under United States patent law, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(d) Any trademark and service marks, and, to the extent permitted under applicable law, any applications therefore, whether registered or not protected under United States trademark law, and the entire goodwill of the business of Grantor connected with and symbolized thereby, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(e) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, protected under United States law, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

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

(g) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works (regardless of whether or not such Intellectual Property is protected under any United States law) and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) All proceeds and products of the foregoing (regardless of whether or not such Intellectual Property Collateral is protected under any United States law), including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

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.

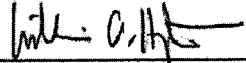
Address of Grantor:

341 Oyster Point Blvd.
South San Francisco, California 94080

Attn: Bill Salisbury

GRANTOR:

CRESCENDO BIOSCIENCE, INC.

By: 
Name:
Title:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: James Taylor, Relationship Manager

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004619 FRAME: 0854

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:

341 Oyster Point Blvd.
South San Francisco, California 94080

Attn: Bill Salisbury

GRANTOR:

CRESCENDO BIOSCIENCE, INC.

By: _____

Name:

Title:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: James Taylor, Relationship Manager

BANK:

SILICON VALLEY BANK

By:  _____

Name: BEN COLOMBO

Title: SRM

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004619 FRAME: 0855

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
BIOMARKERS AND METHODS FOR MEASURING AND MONITORING INFLAMMATORY DISEASE ACTIVITY	12/905,984	10/15/2010	Crescendo Bioscience & Oklahoma Medical Research Foundation Crescendo Bioscience &	N/A
BIOMARKERS FOR PREDICTING PROGRESSIVE JOINT DAMAGE	61/410,833	11/6/2010	Oklahoma Medical Research Foundation	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
VECTRA	77/856,377	10/23/2009	N/A
CRESCENDO BIOSCIENCE (Registered)	77/981,581	05/10/2011	N/A
CRESCENDO BIOSCIENCE	77/584,460	10/02/2008	N/A

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A