

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oxford Finance Corporation		09/23/2011	CORPORATION: DELAWARE
Silicon Valley Bank		09/23/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intarcia Therapeutics, Inc.		
<b>Street Address:</b>	24650 INDUSTRIAL BLVD.		
<b>City:</b>	HAYWARD		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94545		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78449866	INTARCIA	
<b>Serial Number:</b>	77500875	INTARCIA	
<b>Serial Number:</b>	78559377		
<b>Serial Number:</b>	85036267		
<b>Serial Number:</b>	85036165	INTARCIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(510)782-7801		
<b>Phone:</b>	5107233422		
<b>Email:</b>	BARBARA.MCCLUNG@INTARCIA.COM		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	BARBARA G. MCCLUNG		
<b>Address Line 1:</b>	24650 INDUSTRIAL BLVD.		
<b>Address Line 4:</b>	HAYWARD, CALIFORNIA 94545		

**CH \$140.00 78449866**

ATTORNEY DOCKET NUMBER:	RELEASE
NAME OF SUBMITTER:	Gary R. Fabian
Signature:	/Gary R. Fabian/
Date:	09/23/2011

**Total Attachments: 9**

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**TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination of Intellectual Property Security Agreement is entered into as of September 23, 2011 by and among Oxford Finance LLC, a Delaware limited liability company as successor in interest to 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 and Security Agreement dated November 25, 2008 (the "Loan Agreement"), as amended by the First Loan Modification Agreement dated August 31, 2010 (the "Modification Agreement"), 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; and Intarcia Therapeutics, Inc., a Delaware corporation with its corporate office at 24650 Industrial Boulevard, Hayward, California 94545 ("Intarcia").

WHEREAS, Intarcia has granted and pledged to the Collateral Agent, for the ratable benefit of the Lenders, and to each Lender (the Collateral Agent and the Lenders are referred to herein collectively as the "Secured Parties"), a security interest in all of Intarcia's right, title and interest in, to and under Intarcia's intellectual property pursuant to an Intellectual Property Security Agreement dated August 31, 2010 (the "IPSA"), which was filed with the United States Patent and Trademark Office and recorded on September 8, 2010, at Reel 024953, Frame 0525, for U.S. Issued Patents and Published Patent Applications (as set forth on Exhibit A thereto), and on September 9, 2010, at Reel 004275, Frame 0662, for U.S. Registered Trademarks and Trademark Applications (as set forth on Exhibit B thereto); and

WHEREAS, the Financing Event (as defined in the Modification Agreement) took place on August 17, 2011, and Intarcia hereby represents, warrants and covenants that as of the date hereof no Event of Default (as defined in the Loan Agreement) has occurred;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

A. Termination of the Intellectual Property Security Agreement. Effective as of August 17, 2011 (the "Effective Date"), the IPSA by and among the parties is hereby terminated in its entirety and has no force or effect.

B. Release of Intellectual Property Collateral; Amendment of Collateral Description. Effective as of the Effective Date, the Secured Parties hereby release, discharge and terminate their security interest in the United States issued patents and published patent applications set forth on Exhibit A attached hereto and the United States registered trademarks and trademark applications set forth on Exhibit B attached hereto (provided, however, that the foregoing release shall not include any release of the Secured Parties' security interest in any and all IP Proceeds as defined in the Loan Agreement). Pursuant to Section 3 of the Modification Agreement, as of the Effective Date, Exhibit A to the Loan Agreement is hereby deleted from the Loan Agreement in its entirety and has no force or effect and is replaced by Exhibit A-1 to the Modification Agreement (a copy of which is attached hereto as Exhibit C). Accordingly, effective as of the

Effective Date, the "Collateral" as defined in the Loan Agreement shall consist of the property set forth on Exhibit A-1 to the Modification Agreement (a copy of which is attached hereto as Exhibit C).

C. Cooperation by Secured Parties. The Secured Parties agree that, upon request of Intarcia or any successor-in-interest or assignee thereof, and at Intarcia's expense, the Secured Parties will deliver all releases and terminations reasonably requested by Intarcia necessary to implement the release set forth in paragraph B above and to execute the provisions of this Termination of Intellectual Property Security Agreement.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Secured Parties, by the signature below of their respective duly authorized representatives, agree to be bound by the provisions of this Termination of Intellectual Property Security Agreement as of the date set forth above. This document is intended to take effect as a sealed instrument.

Oxford Finance LLC, as successor in interest to Oxford Finance Corporation,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Silicon Valley Bank,  
as a Lender

By: \_\_\_\_\_  
Name: James Taylor  
Title: Relationship Manager

Oxford Finance LLC, as successor in interest to Oxford Finance Corporation,  
as a Lender

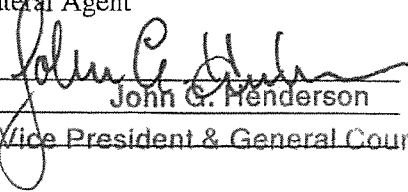
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Intarcia Therapeutics, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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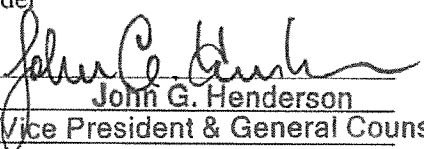
Oxford Finance LLC, as successor in interest to Oxford Finance Corporation,  
as Collateral Agent

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

Silicon Valley Bank,  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Oxford Finance LLC, as successor in interest to Oxford Finance Corporation,  
as a Lender

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

Intarcia Therapeutics, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Oxford Finance LLC, as successor in interest to Oxford Finance Corporation,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

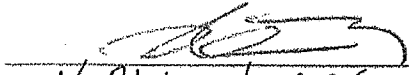
Silicon Valley Bank,  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Oxford Finance LLC, as successor in interest to Oxford Finance Corporation,  
as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*by* Intarcia Therapeutics, Inc.

By:   
Name: K. Alice Leung  
Title: President & CEO

**EXHIBIT A TO TERMINATION INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

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



U.S. Issued Patents and Published Patent Applications continued

Application Number	Patent Number
10/988,716	7,731,947
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 TO TERMINATION INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

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	

**EXHIBIT C TO TERMINATION INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

**EXHIBIT A-1**

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (except as provided below), commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, all certificates of deposit, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

all Borrower's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, the Collateral does not include any of the following, whether now owned or hereafter acquired any copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished; any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same; trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not; and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions; and any claims for damage by way of any past, present, or future infringement of any of the foregoing; provided, however, the Collateral shall include all Accounts, license and royalty fees and other revenues, proceeds, or income arising out of or relating to any of the foregoing.

Pursuant to the terms of a certain negative pledge arrangement with Collateral Agent and Lenders, Borrower has agreed not to encumber (other than as permitted under the definition of "Permitted Liens") any of its copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished; any patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions, and continuations-in-part of the same; trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not; and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions; and any claims for damage by way of any past, present, or future infringement of any of the foregoing, without Collateral Agent's prior written consent.