

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
Aeris Therapeutics, LLC		01/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosse Enterprises, Ltd.		
Street Address:	10 Speen Street, 4th Floor		
City:	Framingham		
State/Country:	MASSACHUSETTS		
Postal Code:	01701		
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3509869	AERIS	
Registration Number:	3230506		
Registration Number:	3942227	AERISEAL	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	091332		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 3509869

Signature:	/jep/
Date:	02/09/2012
Total Attachments: 8 source=2-9-12 Aeris Therapeutics-TM#page1.tif source=2-9-12 Aeris Therapeutics-TM#page2.tif source=2-9-12 Aeris Therapeutics-TM#page3.tif source=2-9-12 Aeris Therapeutics-TM#page4.tif source=2-9-12 Aeris Therapeutics-TM#page5.tif source=2-9-12 Aeris Therapeutics-TM#page6.tif source=2-9-12 Aeris Therapeutics-TM#page7.tif source=2-9-12 Aeris Therapeutics-TM#page8.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Aeris Therapeutics, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other limited liability company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 31, 2012

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rosse Enterprises, Ltd.

Internal Address: _____

Street Address: 10 Speen Street, 4th Floor

City: Framingham

State: MA

Country: USA Zip: 01701

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Virna Pepe

Signature

February 9, 2012

Date

Virna Pepe

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2012 (the "Effective Date") by and between Rosse Enterprises, Ltd. ("Lender") and Aeris Therapeutics, LLC ("Grantor").

RECITALS

A. Lender has agreed to extend credit to Grantor (the "Loans") pursuant to a Recapitalization Agreement of even date herewith (the "Recapitalization Agreement") and a related convertible promissory note (the "Note"). The Recapitalization Agreement and the Note are referred to herein as the "Recapitalization Documents." Lender is willing to enter into the Recapitalization Documents and to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note.

B. Pursuant to the terms of the Recapitalization Documents and related Security Agreement (the "Security Agreement"), Grantor has granted to 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, as defined in the Security Agreement.

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 Recapitalization Documents and the Security Agreement, Grantor here by represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under each of the Recapitalization Documents and the Security Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its General Intangibles (including without limitation those copyrights, patents and trademarks listed on Schedule A), 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, extension and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Recapitalization Documents. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Recapitalization Documents and the Security Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Recapitalization Documents or the Security Agreement, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Recapitalization Documents and the Security Agreement, or now or hereafter existing at


law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, power

This Intellectual Property Security Agreement shall be considered an amendment and restatement of the Intellectual Property Security Agreement of the parties, dated on or about November 10, 2009, and this Intellectual Property Security Agreement shall continue to secure all obligations referenced in such prior Intellectual Property Security Agreement to the extent not converted into equity pursuant to the Recapitalization Agreement.

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:

AERIS THERAPEUTICS, LLC

By: 
David Dove, M.D., President

Address: 10K Gill Street
Woburn, MA 01801

LENDER:

ROSSE ENTERPRISES, LTD.

By: 
Bennett Yee, Chief Financial Officer

Address: 10 Speen Street, 4th Floor
Framingham, MA 01701

SCHEDULE A

Patents and Patent Applications

Reference	Title	Patent Type	Application #	Patent #	Status	Country
ATX-003.01	Polymer Systems for Lung Volume Reduction Therapy	PCT	12/443021		Published	USA
ATX-003.25		ORD	US07/079504	N/A	Nationalized	PCT
ATX-003.60		PROV	60/847328	N/A	Expired	USA
ATX-003.80		PCT	07843214-3		Published, Requested Withdrawal	Europe
ATX-005.01	Lung Volume Reduction Therapy Using Crosslinked Non-natural Polymers	ORD	12/117367		Published	USA
ATX-005.25		ORD	US08/062993	N/A	Nationalized	PCT
ATX-005.29		PCT	20880023717.0		Published	China
ATX-005.30		PCT	2010-507639		Published	Japan
ATX-005.35		PCT	10-2009-7025577		Published	Korea
ATX-005.40		PCT	2008251535		Pending	Australia
ATX-005.50		PCT	2686563 /05560699		Pending	Canada
ATX-005.55		PCT	MX/a/2009/012103		Pending	Mexico
ATX-005.56		PCT	PI0811442-0		Pending	Brazil
ATX-005.60		PROV	60/917419	N/A	Expired	USA
ATX-005.68		PCT	7241/CHENP/2009		Pending	India
ATX-005.80		PCT	08755145.3		Published	Europe

Reference	Title	Patent Type	Application #	Patent #	Status	Country
ATX-007.01	Lung Volume Reduction Therapy Using Crosslinked Biopolymers	ORD	12/062189		Published	USA
ATX-007.25		ORD	US08/059263	N/A	Nationalized	PCT
ATX-007.60		PROV	60/909806	N/A	Expired	USA
ATX-007.80		PCT	08745018-5		Published	Europe
ATX-01101	Tissue Volume Reduction	PRI	09/379460	6610043	Grant	USA
ATX-01102		CON	09/839253	6682520	Grant	USA
ATX-01103		PCT	10/069307	7654998	Grant	USA
ATX-01104		CON	10/649232	7654999	Grant	USA
ATX-01105		CON	11/009379	7300428	Grant	USA
ATX-01106		DIV	09/658338	N/A	Abandoned	USA
ATX-011.25		ORD	US00/23134	N/A	Nationalized	PCT
ATX-01129		PCT	00812041.2	ZL00812041.2	Grant	China
ATX-01130		PCT			Abandoned	Japan
ATX-01140		PCT	67993/00	783750	Grant	Australia
ATX-01141		DIV	2006200887	N/A	Abandoned	Australia

Reference	Title	Patent Type	Application #	Patent #	Status	Country
ATX-01150		PCT	2382817		Pending	Canada
ATX-01154		REP	2108456.8	1048586	Grant	Hong Kong
ATX-01168		PCT	2002/00214/DEL	227697	Grant	India
ATX-01169		DIV	5362/DELNP/2005	N/A	Abandoned	India
ATX-01177		PCT	2002107319	2308967	Grant	Russia
ATX-01179		EPP	00955858.6	1206276	Grant	Finland
ATX-01180		PCT	00955858.6	1206276	Grant	Europe
ATX-01181		EPP	00955858.6	1206276	Grant	Austria
ATX-01182		EPP	00955858.6	1206276	Grant	Belgium
ATX-01183		EPP	00955858.6	1206276	Grant	Denmark
ATX-01184		EPP	00955858.6	1206276	Grant	France
ATX-01185		EPP	00955858.6	60015152-2	Grant	Germany
ATX-01186		EPP	00955858.6	1206276	Grant	Greece
ATX-01187		EPP	00955858.6	1206276	Grant	Italy
ATX-01188		EPP	00955858.6	1206276	Grant	Ireland
ATX-01189		EPP	00955858.6	1206276	Grant	Luxembourg
ATX-01191		EPP	00955858.6	1206276	Grant	Netherlands
ATX-01193		EPP	00955858.6	1206276	Grant	Spain
ATX-01194		EPP	00955858.6	1206276	Grant	Sweden
ATX-01195		EPP	00955858.6	1206276	Grant	Switzerland
ATX-01196		EPP	00955858.6	1206276	Grant	UK
ATX-01197		DIV	04024842.9	N/A	Abandoned	Europe

Reference	Title	Patent Type	Application #	Patent #	Status	Country
ATX-01201	Compositions and Methods For Reducing Lung Volume	ORD	10/464115	N/A	Abandoned	USA
ATX-01202		CIP	11/016548	7819908	Grant	USA
ATX-01225		ORD	US03/019339	N/A	Nationalized	PCT
ATX-01226		ORD	US05/046016	N/A	Completed	PCT
ATX-01250		PCT	2530042		Pending	Canada
ATX-01260		PROV	60/389731	N/A	Expired	USA
ATX-01261		PROV	60/530832	N/A	Expired	USA
ATX-01301	Respiratory Assistance and Method	ORD	11/824942	7861710	Grant	USA
ATX-01360		PROV	60/817987	N/A	Expired	USA
ATX-01361		PROV	60/818361		Expired	USA

Trademarks

Matter No (All Registered)	Trademark	Country	App No	Filing Date	Reg No	Reg Date	Class
B1136.20002IL01	AERIS	Israel	173331	7/11/04	173331	8/4/05	10 Int.
B1136.20002US00	AERIS	USA	78/354743	1/21/04	3509869	9/30/08	05 Int., 10 Int.
B1136.20003EM00	MISC. DESIGN (Lung Design)	EEC	3927341	7/9/04	3927341	11/3/05	05 Int., 10 Int., 44 Int.
B1136.20003IL00	MISC. DESIGN (Lung Design)	Israel	173333	7/11/04	173333	6/7/05	05 Int.
B1136.20003IL01	AERIS& DESIGN (Word/Mark (Stylized))	Israel	173332	7/11/04	173332	6/7/05	10 Int.
B1136.20003US00	MISC. DESIGN (Lung Design)	USA	78/356749	1/23/04	3230506	4/17/07	05 Int., 10 Int.
B1136.20004EM00	AERISEAL	EEC	8503451	8/21/09	8503451	4/26/10	05 Int., 10 Int., 44 Int.
B1136.20004US01	AERISEAL	USA	85/055131	6/4/10	3942227	4/5/11	05 Int., 10 Int.