

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
MERITAGE PHARMA, INC.		03/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3866027	THE PEER STUDY	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (MERITAGE)		
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.		
Signature:	/JOHN D. FREDERICKS, ESQ./		

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Date:

05/17/2012

Total Attachments: 15

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of March 30, 2012 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and MERITAGE PHARMA, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is MERITAGE PHARMA, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and MERITAGE PHARMA, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 30, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, in order to secure the Secured Obligations, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

Until all Secured Obligations have been satisfied in full and We are under no further obligation to make Advances, You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

On the date hereof, You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Meritage_Pharma_IP_Security_Agreement

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2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement, and is subject to any limitations set forth therein. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, as necessary, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, this Agreement unilaterally solely with respect to amending Schedules A, B, and C to this Agreement, as appropriate, without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon the parties and their respective successors and assigns, and shall inure to the benefit of the parties, and their nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are part of those set forth in the Loan Agreement, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

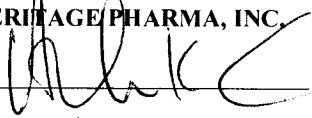
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: MERITAGE PHARMA, INC.
Signature: 
Print Name: Adam K. Simpson
Title: Chief Business Officer, Treasurer and Secretary

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Meritage Pharma, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
See attached.		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
See attached.		

(current as of March 13, 2012)^{1,2}

Patent Application No.	Filing Date	Title	Status/Comments
US Prov. App. Ser. No. 60/735,340	12 November 2005	Viscous Budesonide for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	Expired; owned by UCSD (licensed by Company)
US App. Ser. No. 11/595,513	9 November 2006	Viscous Budesonide for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	Pending; owned by UCSD (licensed by Company)
US Prov. App. Ser. No. 60/987,720	13 November 2007	Compositions for the Treatment of Esophageal Inflammation	Expired
US Prov. App. Ser. No. 61/012,012	6 December 2007	Compositions for the Treatment of Gastroesophageal Reflux Disease	Expired
US Prov. App. Ser. No. 61/015,998	21 December 2007	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Expired
US Prov. App. Ser. No. 61/019,818	8 January 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Expired
US Prov. App. Ser. No. 61/034,941	7 March 2008	Corticosteroid Compositions	Expired
US Prov. App. Ser. No. 61/035,348	10 March 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/054,105	16 May 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/054,103	16 May 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/054,107	16 May 2008	Compositions for the Treatment of Gastroesophageal Reflux Disease	Expired

¹ Unless otherwise indicated, all listed intellectual property are owned by Company

² Current status listed for foreign patents and applications are to Company's knowledge; Company relies on third parties to arrange for fee payment and maintain prosecution of these foreign patents and applications

Patent Application No.	Filing Date	Title	Status/Comments
US Prov. App. Ser. No. 61/170,067	16-April 2009	Compositions for the Treatment of Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/054,106	16 May 2008	Corticosteroid Compositions	Expired
US Prov. App. Ser. No. 61/054,104	16 May 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/090,572	20 August 2008	Corticosteroid Compositions for the Treatment of Allergic Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/090,575	20 August 2008	Corticosteroid Compositions for the Treatment of Allergic Gastrointestinal Inflammation	Expired
US Prov. App. Ser. No. 61/046,691	21 April 2008	Treating Eosinophilic Esophagitis	Expired
US Prov. App. Ser. No. 61/186,777	12 June 2009	Methods for Treating Gastrointestinal Disorders	Expired
US Prov. App. Ser. No. 61/090,568	20 August 2008	Gastrointestinal Delivery Systems	Expired
US Prov. App. Ser. No. 61/114,037	12 November 2008	Aqueous Corticosteroid Formulations	Expired
US Prov. App. Ser. No. 61/287,675	17 December 2009	Aqueous Corticosteroid Formulations	Expired
US App. Ser. No. 12/269,650	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Pending
US App. Ser. No. 12/269,740	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Abandoned
US App. Ser. No. 12/269,765	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Abandoned ³
US App. Ser. No. 12/269,791	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Abandoned
US App. Ser. No. 12/269,816	12 November 2008	Corticosteroid Compositions	Pending

³ Official notice not yet received

Patent Application No.	Filing Date	Title	Status/Comments
US App. Ser. No. 12/269,821	12 November 2008	Gastrointestinal Delivery Systems	Abandoned
US App. Ser. No. 12/269,832	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Abandoned
US App. Ser. No. 12/269,572	12 November 2008	Topical Corticosteroids for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	Pending; owned by UCSD (licensed by Company)
US App. Ser. No. 12/269,693	12 November 2008	Viscous Budesonide for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	Pending; jointly owned by UCSD and Company (licensed by Company)
US App. Ser. No. 12/426,858	20 April 2009	Treating Eosinophilic Esophagitis	Abandoned
International App. No. PCT/US08/83290	12 November 2008	Topical Corticosteroids for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	30 Month date expired; jointly owned by UCSD and Company (licensed by Company)
International App. No. PCT/US08/83288	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	30 Month date expired
International App. No. PCT/US08/12781	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	30 Month date expired
International App. No. PCT/US08/12780	12 November 2008	Corticosteroid Compositions	30 Month date expired
United Kingdom Patent No. GB2458403 (UK Pat. App. No. 0911779.7)	12 November 2008	Corticosteroid Compositions	Issued 1/13/2010
International App. No. PCT/US08/12783	12 November 2008	Gastrointestinal Delivery Systems	30 Month date expired
International App. No. PCT/US08/12712	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	30 Month date expired
International App. No. PCT/US09/41316	21 April 2009	Treating Eosinophilic Esophagitis	30 Month date expired

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Patent Application No.	Filing Date	Title	Status/Comments
Australian Pat. App. No. 2008321030	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Canadian Pat. App. No. 2,704,957	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Abandoned
Chinese Pat. App. No. 0880124707.6	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
European Pat. App. No. 08848597.4	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Pending
Indian Pat. App. No. 3370/DELNP/10	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Israeli Pat. App. No. 205711	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Japanese Pat. App. No. 2010-533342	12 November 2008	Compositions for the Treatment of Gastrointestinal Inflammation	Abandoned
Australian Pat. App. No. 2008321396	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Canadian Pat. App. No. 2,704,946	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Pending

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Patent Application No.	Filing Date	Title	Status/Comments
Chinese Pat. App. No. 0880125120.7	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
European Pat. App. No. 08848917.4	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Pending
Indian Pat. App. No. 3372/DELNP/10	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Israeli Pat. App. No. 205548	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Japanese Pat. App. No. 2010-533129	12 November 2008	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
US App. Ser. No. 12/762,222	16 April 2010	Compositions for the Treatment of Inflammation of the Gastrointestinal Tract	Pending
Australian Pat. App. No. 2008321395	12 November 2008	Corticosteroid Compositions	Pending
Brazilian Pat. App. No. PI0820081-5	12 November 2008	Corticosteroid Compositions	Pending
Canadian Pat. App. No. 2,705,681	12 November 2008	Corticosteroid Compositions	Pending
Chinese Pat. App. No. 0880125118.X	12 November 2008	Corticosteroid Compositions	Pending
European Pat. App. No. 08850126.7	12 November 2008	Corticosteroid Compositions	Pending
Indian Pat. App. No. 3371/DELNP/10	12 November 2008	Corticosteroid Compositions	Pending
Israeli Pat. App. No. 205740	12 November 2008	Corticosteroid Compositions	Pending

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Patent Application No.	Filing Date	Title	Status/Comments
Japanese Pat. App. No. 2010-533128	12 November 2008	Corticosteroid Compositions	Pending
Korean Pat. App. No. 2010-7010579	12 November 2008	Corticosteroid Compositions	Pending
Mexican Pat. App. No. a/2010/005243	12 November 2008	Corticosteroid Compositions	Pending
New Zealand Pat. App. No. 585268	12 November 2008	Corticosteroid Compositions	Pending
Russian Pat. App. No. 2010119165	12 November 2008	Corticosteroid Compositions	Pending
South African Patent No. 2010/03358	12 November 2008	Corticosteroid Compositions	Issued 6/29/2011
Canadian Pat. App. No. 2,704,949	12 November 2008	Gastrointestinal Delivery Systems	Abandoned
European Pat. App. No. 08850934.4	12 November 2008	Gastrointestinal Delivery Systems	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Canadian Pat. App. No. 2,704,943	12 November 2008	Compositions for the treatment of gastrointestinal Inflammation	Abandoned
European Pat. App. No. 08849579.1	12 November 2008	Compositions for the treatment of gastrointestinal Inflammation	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
Canadian Pat. App. No. 2,722,112	21 April 2009	Treating Eosinophilic Esophagitis	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
European Pat. App. No. 09734222.4	21 April 2009	Treating Eosinophilic Esophagitis	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate.
International App. No. PCT/US10/38411	11 June 2010	Methods for Treating Gastrointestinal Disorders	Instructions sent to foreign associate to abandon on 10/26/2011; awaiting confirmation of abandonment from foreign associate. 30 Month date expired

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Patent Application No.	Filing Date	Title	Status/Comments
Canadian Pat. App. No. 2,765,033	11 June 2010	Methods for Treating Gastrointestinal Disorders	Pending
European Pat. App. No. 10786942.2	11 June 2010	Methods for Treating Gastrointestinal Disorders	Pending
US Pat. App. No. 12/814,335	11 June 2010	Methods for Treating Gastrointestinal Disorders	Pending
US Prov. Pat. App. No. 61/359,311	28 June 2010	Methods for Diagnosing and Treating Eosinophilic Esophagitis	Expired
US Prov. Pat. App. No. 61/358,401	24 June 2010	Methods of Treatment for Esophageal Inflammation	Expired
US Prov. Pat. App. No. 61/417,085	24 November 2010	Methods of Treatment for Esophageal Inflammation	Expired
Canadian Pat. App. No. 2,734,763	12 November 2008	Topical Corticosteroids for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	Pending; jointly owned by UCSD and Company (licensed by Company)
European Pat. App. No. 08876449.3	12 November 2008	Topical Corticosteroids for the Treatment of Inflammatory Diseases of the Gastrointestinal Tract	Pending; jointly owned by UCSD and Company (licensed by Company)
International App. No. PCT/US11/41871	24 June 2011	Methods of Treatment for Esophageal Inflammation	Pending
US App. Ser. No. 61/483,580	06 May 2011	Methods of Treatment for Esophageal Inflammation	Pending
US App. Ser. No. 13/168,601	24 June 2011	Methods of Treatment for Esophageal Inflammation	Pending

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SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Meritage Pharma, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
See attached.			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
See attached.			

Trademark Application No.	Filing Date	Trademark Name
US Trademark App. No. 77/418,116 ⁴	March 10, 2008	MERITAGE PHARMA
US Trademark. No. 3,866,027	April 8, 2009	THE PEER STUDY

License Agreements

Research & Development Services Agreement, dated as of August 25, 2008, between DPT Laboratories, Ltd. and the Company, including any open purchase orders thereunder.
 Amended and Restated License Agreement, dated December 22, 2011, by and between the Company and The Regents of the University of California, San Diego Campus, as amended to the date hereof.

⁴ Status is abandoned as of August 13, 2009.

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Meritage Pharma, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		