

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sina Drug Corp.		09/04/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	MidCap Financial, LLC, as Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4093862	ONCOADVOCATE	
Registration Number:	4167932	ONCOCARES	
Registration Number:	4167928	ONCOCENTRAL	
Registration Number:	4167926	ONCODOSE	
Registration Number:	4093937	ONCOMAC	
Registration Number:	4093860	ONCONET	
Registration Number:	4093883	ONCOPA	
Registration Number:	4093882	ONCOPATHS	
Registration Number:	4167925	ONCORX	
Serial Number:	85468115	ONCOASK	
Serial Number:	85462566	ONCOMETRICS	
Serial Number:	85612173	TRANSPLANT360	
Serial Number:	85612220	TRANSPLANTCARE360	

Serial Number:	85639060	MS-ADVOCATE
Serial Number:	85639054	MS-DOSE
Serial Number:	85639056	MS-METRICS
Serial Number:	85638282	MS-MTM
Serial Number:	85636922	MS360
Serial Number:	85639049	MS-PATHS

CORRESPONDENCE DATA

Fax Number: 2155648120
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-564-8136
Email: kgibson@stradley.com
Correspondent Name: Christine McDevitt, Esquire
Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	186687-0002
NAME OF SUBMITTER:	Christine McDevitt
Signature:	/s/ Christine McDevitt
Date:	09/06/2012

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 4th day of September, 2012, by **SINA DRUG CORP.**, a New York corporation ("**Grantor**"), in favor of **MIDCAP FINANCIAL, LLC**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**"):

RECITALS

A. Grantor, OncoMed Pharmaceutical Services of Jersey City, New Jersey, Inc., OncoMed Pharmaceutical Services of MA, Inc., OncoMed The Oncology Pharmacy of Buffalo N.Y. LLC, OncoMed The Oncology Pharmacy of Philadelphia PA LLC (collectively, the "**Borrowers**" and each a "**Borrower**"), Grantee and Lenders are parties to that certain Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for the extension of credit to Borrowers by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all of the following property, whether now owned or hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by the Trademarks, and (v) all products and proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or Lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of

the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. **Agreement to Deliver Supplements.** Grantor hereby covenants and agrees that, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on **Schedule 1** hereto or on **Schedule 1** to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) promptly after the application therefore or registration or acquisition thereof and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of **Exhibit A** hereto, listing all such New Trademarks on **Schedule 1** thereto, pursuant to which Grantor shall grant a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. **Representations and Warranties.** Grantor hereby represents and warrants to Grantee and to the Lenders that **Schedule 1** sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof as well as all Trademark Licenses of Grantor.

5. **Events of Default and Remedies.** Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. **Governing Law.** THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

SINA DRUG CORP.

By: 
Burton Zweigenhaft, Chief Executive Officer

By: _____
Kaveh Askari, President

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

MIDCAP FINANCIAL, LLC, a Delaware limited liability company, as Administrative Agent and Grantee

By: _____
Name: Stephen Redlich
Title: Managing Director

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

SINA DRUG CORP.

By: _____
Burton Zweigenhaft, Chief Executive Officer

By:  _____
Kaveh Askari, President

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

MIDCAP FINANCIAL, LLC, a Delaware
limited liability company, as Administrative
Agent and Grantee

By: _____
Name: Stephen Redlich
Title: Managing Director

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

SINA DRUG CORP.

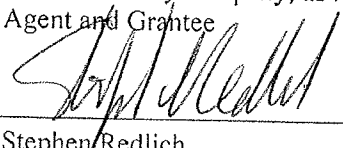
By: _____
Burton Zweigenhaft, Chief Executive Officer

By: _____
Kaveh Askari, President

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

MIDCAP FINANCIAL, LLC, a Delaware
limited liability company, as Administrative
Agent and Grantee

By: 
Name: Stephen Redlich
Title: Managing Director

Schedule 1

Trademark Applications

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Sina Drug Corp.	US	OncoASK	85/468,115	November 9, 2011
Sina Drug Corp.	US	OncoMETRICS	85/462,566	November 2, 2011
Sina Drug Corp.	US	TRANSPLANT360	85/612,173	April 30, 2012
Sina Drug Corp.	US	TRANSPLANTCARE360	85/612,220	April 30, 2012
Sina Drug Corp.	US	MS-Advocate	85/639,060	May 30, 2012
Sina Drug Corp.	US	MS-Dose	85/639,054	May 30, 2012
Sina Drug Corp.	US	MS-Metrics	85/639,056	May 30, 2012
Sina Drug Corp.	US	MS-MTM	85/638,282	May 30, 2012
Sina Drug Corp.	US	MS360	85/636,922	May 29, 2012
Sina Drug Corp.	US	MS-Paths	85/639,049	May 30, 2012

Trademarks

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Sina Drug Corp.	US	OncoADVOCATE	4,093,862	January 31, 2012
Sina Drug Corp.	US	ONCOCARES	4,167,932	July 3, 2012
Sina Drug Corp.	US	OncoCENTRAL	4,167,928	July 3, 2012
Sina Drug Corp.	US	OncoDOSE	4,167,926	July 3, 2012
Sina Drug Corp.	US	OncoMAC	4,093,937	January 31, 2012
Sina Drug Corp.	US	OncoNET	4,093,860	January 31, 2012
Sina Drug Corp.	US	OncoPA	4,093,883	January 31, 2012
Sina Drug Corp.	US	OncoPaths	4,093,882	January 31, 2012
Sina Drug Corp.	US	OncoRX	4,167,925	July 3, 2012

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**") made as of this ___ day of _____, 201__ by **SINA DRUG CORP.**, a New York corporation (the "**Grantor**"), in favor of **MIDCAP FINANCIAL, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "**Grantee**"):

WITNESSETH:

WHEREAS, Grantor, OncoMed Pharmaceutical Services of Jersey City, New Jersey, Inc., OncoMed Pharmaceutical Services of MA, Inc., OncoMed The Oncology Pharmacy of Buffalo N.Y. LLC, OncoMed The Oncology Pharmacy of Philadelphia PA LLC, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of September, 2012 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of September 4, 2012 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, to secure the Obligations, Grantor has granted to Grantee a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of **Exhibit A** to such Trademark Agreement pursuant to which Grantor shall grant to Grantee a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on **Schedule A** to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each New Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any New

Trademark, or (b) injury to the goodwill associated with any New Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for New Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

SINA DRUG CORP.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Agreed and Accepted

As of the Date First Written Above:

GRANTEE:

MIDCAP FINANCIAL, LLC, a Delaware
limited liability company, as Grantee and
Administrative Agent

By: _____
Name: _____
Title: _____

SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Applications

Trademark	Serial Number	Application Date

Trademarks

Trademark	Registration Number	Registration Date