

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
Intarcia Therapeutics, Inc.		11/14/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	P.O. Box 960778
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02102
Entity Type:	TRUSTEE: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3330632	INTARCIA
Registration Number:	3389771	
Registration Number:	3775501	INTARCIA
Registration Number:	3897223	INTARCIA
Registration Number:	3897228	

CORRESPONDENCE DATA

Fax Number: 5107827801
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: Barbara.McClung@intarcia.com
 Correspondent Name: Barbara G. McClung, Esq.
 Address Line 1: 24650 Industrial Blvd.
 Address Line 4: Hayward, CALIFORNIA 94545

ATTORNEY DOCKET NUMBER:	SECURITY INTEREST TMS
NAME OF SUBMITTER:	Gary R. Fabian

CH \$140.00 3330632

Signature:	/Gary R. Fabian/
Date:	11/14/2012
Total Attachments: 4 source=Intarcia IPSA Trademark#page1.tif source=Intarcia IPSA Trademark#page2.tif source=Intarcia IPSA Trademark#page3.tif source=Intarcia IPSA Trademark#page4.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS

Mail Stop Assignment Recordation Services
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Commissioner:

Please be advised that pursuant to the Security and Pledge Agreement dated as of November 14, 2012 (as amended, modified, extended, restated, renewed, replaced or supplemented from time to time, the "Security and Pledge Agreement") among the Grantors party thereto (each, a "Grantor" and, collectively, the "Grantors") and U.S. Bank National Association, as collateral agent (the "Collateral Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule I attached hereto to the Collateral Agent for the ratable benefit of the Secured Parties.

[Signature Page Follows]

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Intarcia Therapeutics, Inc.

By: 

Name: Barbara G. McClung
Title: Vice President & General Counsel

Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

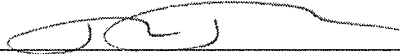
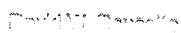
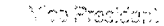
Very truly yours,

INTARCIA THERAPEUTICS, INC.

By: _____
Name:
Title:

Acknowledged and Accepted:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By:  _____
Name: 
Title: 

SCHEDULE I
to Notice of Grant of Security Interest in Trademarks and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Classes
INTARCIA	78/449,866	7/13/2004	3,330,632	11/6/2007	5
Intarcia Logo	78/559,377	2/2/2005	3,389,771	2/26/2008	5
INTARCIA & Design	77/500,875	6/17/2008	3,775,501	4/13/2010	5
INTARCIA	85/036,165	5/12/2010	3,897,223	12/28/2010	5
Intarcia Logo	85/036,267	5/12/2010	3,897,228	12/28/2010	5