

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cubist Pharmaceuticals, Inc.		11/20/2012	CORPORATION: DELAWARE
Adolor Corporation		11/20/2012	CORPORATION: DELAWARE
Calixa Therapeutics, Inc.		11/20/2012	CORPORATION: DELAWARE
Cubist Pharmaceuticals Holdings, Inc.		11/20/2012	CORPORATION: DELAWARE
Cubist Pharmaceuticals U.S.		11/20/2012	General Partnership: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Administrative Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2125875	CUBIST
Registration Number:	4045300	CUBIST
Registration Number:	3994044	CUBICIN
Registration Number:	3278556	CORE
Registration Number:	3914325	CUBE
Registration Number:	3963823	IDMEDS
Registration Number:	2948204	ADOLOR
Registration Number:	2946371	ENTEREG
Registration Number:	3822423	E.A.S.E.
Registration Number:	3723372	A

OP \$390.00 2125875

Registration Number:	3594841	DISCOVERY-DRIVEN. PAIN-FOCUSED. PATIENT-CENTERED
Registration Number:	2924812	ADOLOR CORPORATION
Registration Number:	3615172	ENTEREG
Registration Number:	3591151	ENTEREG
Serial Number:	85515941	PACTS

**CORRESPONDENCE DATA**

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35718833 TRADEMARK
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**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Robin Riley
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Signature:	/daniel cote thomsonreuters/
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Date:	11/20/2012
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**Total Attachments: 11**

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## 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):**

Cubist Pharmaceuticals, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada, as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship Canadian  
 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)

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

Execution Date(s) November 20, 2012

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s)

See attached Schedule I.

B. Trademark Registration No.(s)

See attached Schedule I.

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: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

**6. Total number of applications and registrations involved:**

15

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

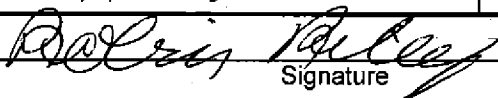
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
 Signature

November 20, 2012

Date

Robin Riley

Name of Person Signing

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

11

**ITEM 1 (cont'd)**  
**to Trademarks Recordation Form Cover Sheet**

**Additional Parties**

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Adolor Corporation	Delaware	Corporation	USA-Delaware
Calixa Therapeutics, Inc.	Delaware	Corporation	USA-Delaware
Cubist Pharmaceuticals Holdings, Inc.	Delaware	Corporation	USA-Delaware
Cubist Pharmaceuticals U.S.	Massachusetts	General Partnership	USA-Massachusetts

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of November 20, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Cubist Pharmaceuticals, Inc. (the "Borrower"), Cubist Pharmaceutical Holdings, Inc. ("Cubist Holdings"), Cubist Pharmaceuticals U.S. ("Cubist U.S."), Calixa Therapeutics Inc. ("Calixa") and Adolor Corporation ("Adolor" and, together with the Borrower, Cubist Holdings, Cubist U.S. and Calixa, the "Grantors") and Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantors authorize and request that the Commissioner for Trademarks record this Agreement.

SECTION 3. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Guarantors' obligations under this Section 3, the Guarantors hereby authorize the Administrative Agent to unilaterally modify this Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this

Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

SECTION 4. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. As set forth in the Collateral Agreement, the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral cannot be exercised in violation of any Intellectual Property license agreement or other arrangements relating primarily to Intellectual Property existing upon the occurrence of an Event of Default; provided, however, that any then-existing permitted licenses to Intellectual Property shall survive in full force and effect and be accepted by the Administrative Agent and neither the Administrative Agent nor any Lender (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or petition a court to do so, (ii) take any steps to oppose such licensee's exercise of any rights under Section 365(n) of the Bankruptcy Code or (iii) interfere with the rights of the such licensee to such Intellectual Property as provided in the applicable Intellectual Property license agreement or arrangements, or petition a court to do so. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CUBIST PHARMACEUTICALS, INC.**

By:




Name: David W.J. McGirr  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004904 FRAME: 0747**

**CALIXA THERAPEUTICS, INC.**

By:   
Name: David W.J. McGirr  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004904 FRAME: 0748**



**ADOLOR CORPORATION**

By: 


Name: David W.J. McGirr

Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004904 FRAME: 0749**

**CUBIST PHARMACEUTICALS HOLDINGS,  
INC.**


By:   
Name: David W.J. McGirr  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004904 FRAME: 0750**


**CUBIST PHARMACEUTICALS U.S.**

By: Cubist Pharmaceuticals, Inc.,  
as its general partner

By: 

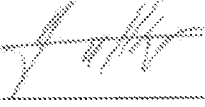
Name: David W.J. McGirr  
Title: Chief Financial Officer

By: Cubist Pharmaceuticals Holdings, Inc.,  
as its general partner

By: 

Name: David W.J. McGirr  
Title: Treasurer

ROYAL BANK OF CANADA, as  
Administrative Agent

By:  \_\_\_\_\_

Name:

Title:

Rodica Dutka  
Manager, Agency

**Schedule I to Trademark Security Agreement**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>LOAN PARTY/CURRENT OWNER</b>	<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NUMBER</b>	<b>EFFECTIVE DATE</b>
Cubist Pharmaceuticals, Inc.	CUBIST	74/423,200	2,125,875	12/30/1997
Cubist Pharmaceuticals, Inc.	CUBIST	85/282,561	4,045,300	10/25/2011
Cubist Pharmaceuticals, Inc.	CUBICIN	85/212,016	3,994,044	7/12/2011
Cubist Pharmaceuticals, Inc.	CORE	77/017,379	3,278,556	8/14/2007
Cubist Pharmaceuticals, Inc.	CUBE	85/069,768	3,914,325	2/1/2011
Cubist Pharmaceuticals, Inc.	IDMEDS	85/081,126	3,963,823	5/17/2011
Adolor Corporation	ADOLOR	75/763,257	2,948,204	5/10/2005
Adolor Corporation	ENTEREG	76/287,429	2,946,371	5/3/2005
Adolor Corporation	E.A.S.E.	77/451,777	3,822,423	7/20/2010
Adolor Corporation	logo	77/552,497	3,723,372	12/8/2009
Adolor Corporation	DISCOVERY-DRIVEN. PAIN-FOCUSED. PATIENT-CENTERED	77/562,102	3,594,841	3/24/2009
Adolor Corporation	Adolor Corporation logo (black & white)	76/568,686	2,924,812	2/8/2005
Adolor Corporation	Entereg logo (color)	77/549,881	3,615,172	5/5/2009
Adolor Corporation	Entereg logo (black & white)	77/549,901	3,591,151	3/17/2009
Cubist Pharmaceuticals, Inc.	PACTS	85/515,941	N/A	N/A