

## 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
Syndax Pharmaceuticals, Inc.		03/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as administrative agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85124983	SYNDAX	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.118		
NAME OF SUBMITTER:	Valerie Brennan		
Signature:	/vb/		

OP \$40.00 85124983

Date:

03/13/2013

**Total Attachments: 19**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**This INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 8, 2013, is made by SYNDAX PHARMACEUTICALS, INC., a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

### W I T N E S S E T H:

**WHEREAS**, pursuant to the Loan and Security Agreement, dated as of March 31, 2011, as amended by that certain Consent and Amendment Agreement, dated as of December 20, 2011, as further amended by that certain Consent and Amendment Agreement, dated as of June 28, 2012, as further amended by that certain Consent and Amendment Agreement, dated as of October 9, 2012, as further amended by that certain Consent and Amendment Agreement, dated as of November 19, 2012, as further amended by that certain Consent and Amendment Agreement, dated as of December 28, 2012, as further amended by that certain Consent and Amendment Agreement, dated as of January 18, 2013, as further amended by that certain Consent and Amendment Agreement, dated as of February 20, 2013, and as further amended by that certain Consent and Amendment Agreement, dated as of March 8, 2013 (the “**March 2013 Amendment**”) (as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the lenders from time to time party thereto (the “**Lenders**”) and Agent, Agent and the Lenders have made certain loans and other financial accommodations to Borrower subject to the terms and conditions set forth therein in; and

**WHEREAS**, pursuant to the March 2013 Amendment, and in consideration of the consents and amendments provided to Grantor thereunder, Grantor is required to execute and deliver this Agreement, which serves as the Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement contemplated by Section 3.3 of the Loan Agreement and Section 3(b) of the March 2013 Amendment;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the March 2013 Amendment and to induce the Lenders to continue to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit

of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its Patent Cooperation Treaty (“**PCT**”) patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of

rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the grant of a lien and security interest herein shall not extend to and the term “Intellectual Property Collateral” shall not include: any license agreement for the use of another Person’s Intellectual Property as in effect on the date hereof (each, an “In-License”), but only to the extent that the granting of such security interest would constitute a default under such In-License as in effect on the date hereof, and only to the extent that such prohibition or default is enforceable under applicable law (including, without limitation, Sections 9-406, 9-407 and 9-408 of the UCC); provided that upon the termination or expiration of any such prohibition or default, such In-License shall automatically be subject to the security interest granted in favor of Agent hereunder and become part of the “Intellectual Property Collateral” and provided further that the “Intellectual Property Collateral” shall include all proceeds, products, substitutions and replacements of any In-License described, above.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SYNDAX PHARMACEUTICALS, INC.:**

By: *Arlene M. Morris*

Name: Arlene M. Morris


Title: Chief Executive Officer

[Signatures Continue on Following Page]

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ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By:   
Name: Jacqueline K. Blechinger  
Its: Duly Authorized Signatory

[Signatures Continue on Following Page]



Acknowledgment of Grantor

STATE OF SC)  
COUNTY OF Charleston) ss

On this 11 day of 03, 2013 before me personally appeared Arlene Morris, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sundax, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maryne B. Jones  
Notary Public

[End of Signature Pages]

**Schedule 1**  
**to**  
**Intellectual Property Security Agreement**

SCHEDULE 1  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GE / Syndax / IP Security Agreement  
DC - 088650.0118 - 4240605

**TRADEMARK**  
**REEL: 004980 FRAME: 0622**

**Schedule 1 - Copyrights**

None.

**Schedule 2  
to  
Intellectual Property Security Agreement**

SCHEDULE 2  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GE / Syndax / IP Security Agreement  
DC - 088650.0118 - 4240605

**TRADEMARK**  
**REEL: 004980 FRAME: 0624**

<b>Schedule 2 - Trademarks</b>			
<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Date of Filing</b>
SYNDAX	United States	85/124,983	09/08/2010

**Schedule 3  
to  
Intellectual Property Security Agreement**

SCHEDULE 3  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GE / Syndax / IP Security Agreement  
DC - 088650.0118 - 4240605

**TRADEMARK**  
**REEL: 004980 FRAME: 0626**

**Schedule 3 - Patents**

None.

**Schedule 4  
to  
Intellectual Property Security Agreement**

SCHEDULE 4  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GE / Syndax / IP Security Agreement  
DC - 088650.0118 - 4240605

**TRADEMARK**  
**REEL: 004980 FRAME: 0628**



<b>Schedule 4 - US patent applications and rights</b>			
<b>Serial No. / WSGR ref.</b>	<b>Title</b>	<b>Status</b>	<b>Schedule</b>
12/273,350 35611-728.201	Combinations of HDAC Inhibitors and Proteasome Inhibitors  -U.S. - Utility	Pending	4
12/743,557 (US) 35611-733.831	Administration of an Inhibitor of HDAC  - U.S. – National Phase	Pending	4
12/936,887 35611-742.831	Administration of an Inhibitor of HDAC, an Inhibitor of Her-2, and a Selective Estrogen Receptor Modulator  -U.S. – National Phase	Pending	4

**Schedule 5  
to  
Intellectual Property Security Agreement**

SCHEDULE 5  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GE / Syndax / IP Security Agreement  
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**TRADEMARK**  
**REEL: 004980 FRAME: 0630**

Schedule 5 - Patent Cooperation Treaty ("PCT") patent applications and rights			
Serial No. / WSGR ref.	Title	Status	Schedule
PCT/US07/84355 35611-737.601	Combination of ER+ Ligands and Histone Deacetylase Inhibitors for the Treatment of Cancer  - U.S. - PCT	30-month done	5
PCT/US2012/053551 35611-762.601	Methods for the Treatment of Breast Cancer  PCT – based on 35611-762.101-104	Pending  Early National Phase filings completed in Eurasia, Ukraine and Georgia	5
PCT/US2012/039685 35611-770.601	Prodrugs of Azacitidine 5'-Phosphate  PCT – based on 35611-758.103	Pending	5

**Schedule 6  
to  
Intellectual Property Security Agreement**

SCHEDULE 6  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GE / Syndax / IP Security Agreement  
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**TRADEMARK**  
**REEL: 004980 FRAME: 0632**

Schedule 6 - Foreign patents and patent applications, and rights			
Serial No. / WSGR ref.	Title	Status	Schedule
2,725,390 35611-742.701	Administration of an Inhibitor of HDAC, an Inhibitor of Her-2, and a Selective Estrogen Receptor Modulator  -Canada-	Pending	6