

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
PHARMAKEA LLC		06/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CELGENE EUROPEAN INVESTMENT COMPANY LLC
Street Address:	86 Morris Avenue
Internal Address:	c/o Celgene Corporation
City:	Summit
State/Country:	NEW JERSEY
Postal Code:	07901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85920037	PHARMAKEA

CORRESPONDENCE DATA

Fax Number: 3102291972
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 310-788-1272
 Email: judi.ehrlich@kayescholer.com
 Correspondent Name: Judi Ehrlich c/o Kaye Scholer LLP
 Address Line 1: 1999 Avenue of the Stars
 Address Line 2: 17th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	C. KAO 10428-0010
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DOMESTIC REPRESENTATIVE

CH \$40.00 85920037

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/s/ Judi Ehrlich
Date:	06/26/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 26th day of June, 2013, by and between PHARMAKEA LLC, a Delaware limited liability company ("Grantor") and CELGENE EUROPEAN INVESTMENT COMPANY LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Convertible Promissory Note dated as of October 9, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note") by Grantor in favor of Lender, Lender has agreed to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement dated as of October 9, 2012 (including all attachments, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection therewith, Grantor and Lender desire to enter into this Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note. Any terms (whether capitalized or lower case) used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein, in the Security Agreement or in the Note; provided, however, that to the extent that the UCC is used to define any term used herein and if such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

"Trademarks" means trademarks and service marks, including (i) the registered trademarks and trademark applications listed on Schedule I, (ii) all common law rights and trademark registrations therein, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements or dilution thereof, (iv) the right to sue for past, present, and future infringements and dilution thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world.

"Trademark Licenses" means, with respect to any person or entity (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Trademarks owned or controlled by any other person or entity, and (ii) any licenses or other similar rights provided to any other person or entity in or with respect to Trademarks owned or controlled by the Specified Party, in each case, including the license agreements listed on Schedule I, and the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Lender's rights under the Transaction Documents.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto other than any United States intent-to-use trademark applications 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 federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral; and

(b) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under any Trademark License, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive damages, or right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of any proceeding involving Grantor regarding bankruptcy, insolvency, liquidation, reorganization or other relief for debtors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademark rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. TERMINATION OF SECURITY INTEREST. Upon the payment in full of all Obligations or the conversion in full of all Obligations into equity securities of the Grantor, in each case pursuant to the terms of the Note, the security interest granted herein shall terminate and all rights to the Trademark Collateral shall revert to Grantor.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile 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 telefacsimile 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, and binding effect of this Agreement.

8. CONSTRUCTION. This Agreement is a Transaction Document. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.


9. GOVERNING LAW. This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

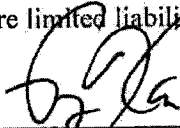
PHARMAKEA LLC
a Delaware limited liability company

By: 
Name: ~~John Hutchason~~
Title: president

Address: 12780 El Camino Real, Suite 200
San Diego, California 92130

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:
CELGENE EUROPEAN INVESTMENT
COMPANY LLC
a Delaware limited liability company

By: 
Name: Perry Karsen
Title: managing officer

Address: Route de Perreux 1
2017 Boudry
Switzerland
Attn: Business Development

Legal
NSB
Dept.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005057 FRAME: 0661

SCHEDULE I
to
AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Trademark	Application/ Trademark No.	App/Reg Date
PharmAkea LLC	USA	PHARMAKEA	85/920,037	May 1, 2013

Trade Names

PharmAkea

Common Law Trademarks

PharmAkea

Trademarks Not Currently In Use

Trademark Licenses