

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
Wellstat Therapeutics Corporation		08/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PDL BioPharma, Inc.
Street Address:	932 Southwood Boulevard
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78877005	RESTORINS
Serial Number:	85386987	SURIVAR
Serial Number:	85386983	VISTOGARD
Registration Number:	3199287	W
Registration Number:	2900885	W
Registration Number:	3159666	WELLSTAT
Registration Number:	2911823	WELLSTAT
Registration Number:	4115517	WELLSTAT THERAPEUTICS
Serial Number:	85386985	XURIDEN
Serial Number:	85386991	ZURIVID

CORRESPONDENCE DATA

Fax Number: 9494754754
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 78877005

Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 73748-00020

NAME OF SUBMITTER: Stephanie S. Kann

Signature: /stephanie s. kann/

Date: 09/17/2013

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

August 20, 2013

WHEREAS, WELLSTAT THERAPEUTICS CORPORATION, a Delaware corporation (herein referred to as "**Grantor**"), having an address at 930 Clopper Road, Gaithersburg, MD 20878, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of February 28, 2013 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of PDL BIOPHARMA, INC., a Delaware corporation, having an address at 932 Southwood Boulevard, Incline Village, NV 89451, the Agent, for itself and the Lender party to the Credit Agreement (in such capacity, the "**Secured Party**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks.

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 2. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and 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. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.

Section 4. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts.

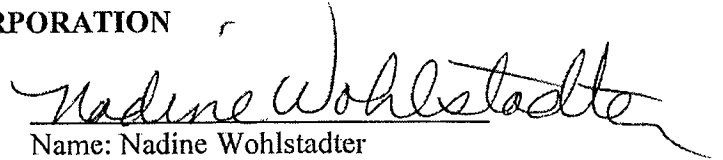
This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

**WELLSTAT THERAPEUTICS
CORPORATION**

By:



Name: Nadine Wohlstadter

Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005113 FRAME: 0014**

**Schedule 1-A to the
TRADEMARK SECURITY AGREEMENT**

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
RESTORINS	Australia	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Brazil	05	11/1/2006	900069791	9/9/2009	900069791	Registered - DNR
RESTORINS	Brazil	42	11/6/2006	900072881			Abandoned
RESTORINS	Canada		10/31/2006	1322329			Abandoned
RESTORINS	China	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	European Union	05; 42	11/3/2006	5438882			Abandoned
RESTORINS	Hong Kong	05; 42	11/1/2006	300751680	3/2/2007	300751680	Registered
RESTORINS	India	05; 42	11/1/2006	1500426	3/14/2009	1500426	Registered - DNR
RESTORINS	Israel	05	11/2/2006	194996	12/4/2008	194996	Registered
RESTORINS	Israel	42	11/2/2006	194997	5/1/2008	194997	Registered
RESTORINS	Japan	05; 42	10/31/2006	2006101029	7/20/2007	5064245	Registered
RESTORINS	Kazakhstan	05	10/31/2006	36692	7/15/2008	25672	Registered
RESTORINS	Kazakhstan	42	12/6/2006	37114	9/15/2008	26239	Registered
RESTORINS	Liechtenstein	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Mexico	05	11/3/2006	817294	2/22/2007	973584	Registered
RESTORINS	Mexico	42	11/3/2006	817295	3/9/2007	975803	Registered
RESTORINS	New Zealand	05; 42	10/31/2006	757996	5/4/2006	757996	Registered
RESTORINS	Norway	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg

RESTORINS	Russia	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	South Africa	05	10/31/2006	200625990	10/31/2006	200625990	Registered
RESTORINS	South Africa	42	10/31/2006	200625991	10/31/2006	200625991	Registered
RESTORINS	South Korea	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Switzerland	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Ukraine	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	United States	05; 42	5/4/2006	78877005			Abandoned
RESTORINS	WIPO - Madrid Agreement/ Protocol	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
SURIVAR	United States	05	8/2/2011	85386987			Allowed
VISTOGARD	United States	05	8/2/2011	85386983			Allowed
W Design	Canada	CG; CS	10/2/2002	1154499	4/26/2007	686629	Registered
W Design	European Union	05; 42	9/30/2002	002871333	5/19/2004	002871333	Registered
W Design	Japan	05	7/18/2003	2003060405			Abandoned
W Design	Japan	05	10/17/2002	2002087733	10/3/2003	4714509	Registered
W Design	United States	05	6/26/2002	78139142	1/16/2007	3199287	Registered
W Design	United States	42	6/26/2002	78975572	11/2/2004	2900885	Registered
WELLSTAT	Australia	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT	Brazil	05	12/29/2004	827251718	10/30/2007	827251718	Registered
WELLSTAT	Brazil	42	1/17/2005	827306881	10/30/2007	827306881	Registered
WELLSTAT	Canada	CG; CS	9/26/2002	1153929			Allowed
WELLSTAT	China	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg

WELLSTAT	European Union	05; 42	9/24/2002	002882066	4/6/2004	002882066	Registered
WELLSTAT	Hong Kong	05; 42	12/9/2004	300334944	4/20/2005	300334944	Registered
WELLSTAT	India	05; 42	12/8/2004	1324658	6/14/2006	1324658	Registered
WELLSTAT	Israel	05	12/27/2004	177245	10/15/2006	177245	Registered
WELLSTAT	Israel	42	12/27/2004	177246	3/6/2006	177246	Registered
WELLSTAT	Japan	05; 42	9/24/2002	2002080995	10/24/2003	4720969	Registered
WELLSTAT	Kazakhstan	05; 42	12/8/2004	29690	9/11/2006	21062	Registered
WELLSTAT	Liechtenstein	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	Mexico	05	12/8/2004	0691940	7/26/2005	891623	Registered
WELLSTAT	Mexico	42	12/8/2004	0691939	7/26/2005	891622	Registered
WELLSTAT	New Zealand	05; 42	12/8/2004	722558	6/9/2005	722558	Registered
WELLSTAT	Norway	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT	Russia	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	South Africa	05	12/8/2004	200422290	12/8/2004	200422290	Registered
WELLSTAT	South Africa	42	12/8/2004	200422291	12/8/2004	200422291	Registered
WELLSTAT	South Korea	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT	Switzerland	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	Ukraine	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	United States	05	3/26/2002	78117511	10/17/2006	3159666	Registered
WELLSTAT	United States	42	3/26/2002	78975595	12/14/2004	2911823	Registered
WELLSTAT	WIPO - Madrid Agreement/ Protocol	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT (in Katakana)	Japan	05; 42	9/24/2002	2002081010	10/24/2003	4720970	Registered

WELLSTAT THERAPEUTICS	United States	05; 42	4/13/2004	78401239	3/20/2012	4115517	Registered
XURIDEN	Canada	05	1/30/2012	1561945			Pending
XURIDEN	European Union	05; 42; 44	1/30/2012	010600567	5/31/2012	010600567	Registered
XURIDEN	Japan	05	2/1/2012	2012006208	6/1/2012	5498423	Registered
XURIDEN	Mexico	05	1/31/2012	1245812			Pending
XURIDEN	Switzerland	05; 42; 44	1/30/2012	510912012	5/31/2012	630070	Registered
XURIDEN	United States	05 8/2/2011	85386985				Allowed
ZURIVID	United States	05 8/2/2011	85386991				Allowed