

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
Optimer Pharmaceuticals, Inc.		11/12/2013	CORPORATION: DELAWARE
Trius Therapeutics Inc.		11/12/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	85750864	BAKTESA
Serial Number:	85750865	REZOBACT
Serial Number:	85750866	SIVEXTRO
Serial Number:	85750862	TEDIZYN
Registration Number:	3886582	TRIOUS THERAPEUTICS
Registration Number:	3886583	TRIOUS THERAPEUTICS
Registration Number:	4035329	DIFICID
Serial Number:	85733482	DIFICID RX ASSIST
Registration Number:	4218750	OPTIMER
Serial Number:	85283651	OPTIMER
Registration Number:	4218749	OPTIMER
Serial Number:	85283812	OPTIMER
Registration Number:	4158859	OPTIMER PHARMACEUTICALS

OP \$365.00 85750864

Serial Number:

85283666

OPTIMER PHARMACEUTICALS

**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: michael.barys@thomsonreuters.com

Correspondent Name: Christine Dionne c/o Paul Hastings, LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine Dionne

Signature:

/Michael Barys TR/

Date:

11/13/2013

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of November 12, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Optimer Pharmaceuticals, Inc. ("Optimer"), Trius Therapeutics Inc. ("Trius" and, together with Optimer, 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 November 20, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cubist Pharmaceuticals, Inc. (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of November 20, 2012 (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.

TRIUS THERAPEUTICS, INC.  
OPTIMER PHARMACEUTICALS, INC.

By 

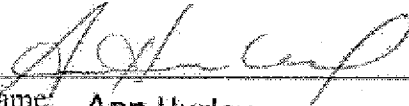
Name: Thomas J. DesRosier

Title: Secretary

[Signature Page to Trademark Security Agreement]



TRADEMARK  
REEL: 005153 FRAME: 0332

ROYAL BANK OF CANADA,  
as Administrative Agent

By   
Name: Ann Hurley  
Title: 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>
Trius Therapeutics, Inc.	BAKTESA	85/750,864	
Trius Therapeutics, Inc.	REZOBACT	85/750,865	
Trius Therapeutics, Inc.	SIVEXTRO	85/750,866	
Trius Therapeutics, Inc.	TEDIZYN	85/750,862	
Trius Therapeutics, Inc.	TRIOUS THERAPEUTICS	77/150,971	3886582
Trius Therapeutics, Inc.	TRIOUS THERAPEUTICS	77/150,975	3886583
Optimer Pharmaceuticals, Inc.	DIFICID	77/523,422	4035329
Optimer Pharmaceuticals, Inc.	DIFICID RX ASSIST	85/733,482	
Optimer Pharmaceuticals, Inc.	OPTIMER	85/283,675	4218750
Optimer Pharmaceuticals, Inc.	OPTIMER	85/283,651	
Optimer Pharmaceuticals, Inc.	OPTIMER (Stylized) 	85/283,673	4218749
Optimer Pharmaceuticals, Inc.	OPTIMER (Stylized) 	85/283,812	
Optimer Pharmaceuticals, Inc.	OPTIMER PHARMACEUTICALS	85/283,664	4158859
Optimer Pharmaceuticals, Inc.	OPTIMER PHARMACEUTICALS	85/283,666	