

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cranford Pharmaceuticals, LLC		02/04/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1900307	INDERAL
Registration Number:	788963	INDERAL
Registration Number:	1255059	
Registration Number:	1228105	
Registration Number:	1357580	

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: ipteam@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$140.00 1900307

ATTORNEY DOCKET NUMBER:	F148432
NAME OF SUBMITTER:	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	02/11/2014
Total Attachments: 6 source=Scanned from PQ-55@riemerlaw_com#page2.tif source=Scanned from PQ-55@riemerlaw_com#page3.tif source=Scanned from PQ-55@riemerlaw_com#page4.tif source=Scanned from PQ-55@riemerlaw_com#page5.tif source=Scanned from PQ-55@riemerlaw_com#page6.tif source=Scanned from PQ-55@riemerlaw_com#page7.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Collateral Assignment of Trademarks and Domain Names ("Agreement") is dated the 4th day of February, 2014, between **CRANFORD PHARMACEUTICALS, LLC**, a Delaware limited liability company ("Grantor"), which maintains its chief executive office and principal place of business located at 11 Commerce Drive, Cranford, New Jersey, 07016 and **HERCULES TECHNOLOGY GROWTH CAPITAL, INC.**, a Maryland corporation, in its capacity as administrative agent for itself and Lender (as hereinafter defined) (in such capacity, "Agent").

RECITALS

WHEREAS, Grantor, the several banks and other financial institutions or entities from time to time parties to thereto (collectively referred to as "Lender") and Agent are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"); capitalized terms used in this Assignment and not otherwise specifically defined shall have the same meaning herein as in the Loan Agreement. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Trademarks and Domain Names (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto, but in any case excluding any intent-to-use trademark applications (collectively, the "**Trademarks**");

(b) All domain names, domain name applications and like protections including, without limitation, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation those set forth on Exhibit B attached hereto (collectively, the "**Domain Names**");

(c) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(d) All licenses or other rights to use any of the Trademarks, or Domain Names and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, extensions, renewals and extensions of any of the Trademarks and Domain Names; and

(f) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

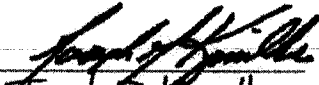
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Collateral Assignment of Trademarks and Domain Names to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CRANFORD PHARMACEUTICALS, LLC

By: 
Name: Joseph J. Krivulka
Title: CEO

AGENT:

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Collateral Assignment of Trademarks and Domain Names to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CRANFORD PHARMACEUTICALS, LLC


By: _____

Name: _____

Title: _____

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  _____

Name: Ben Barry

Title: Senior Counsel

Schedule A

Trademarks

Trademark	Country	Status	Appin. No.	Appin. Dt.	Reg. No.	Reg. Dt.	Expiration Dt.
INDERAL	United States	Registered	74/534024	06-Jun-94	1900307	20-Jun-95	20-Jun-15
INDERAL	United States	Registered	72189475	24-Mar-64	788963	04-May-65	04-May-15
INDERAL CAPSULE DESIGN (4 bands -3 narrow 1 wide)	United States	Registered	305742	13-Apr-81	1255059	25-Oct-83	25-Oct-23
INDERAL CAPSULE DESIGN (blue w/4 white bands)	United States	Registered	1228105	13-Apr-81	1228105	22-Feb-83	22-Feb-23
INDERAL TABLET DESIGN ("I" Hexagon Shape)	United States	Registered	73/520352	01-Feb-85	1357580	03-Sep-85	03-Sep-15

Schedule B

Domain Names

Domain Name	Paid Through Date	Status	TLD
inderal.com	2015-02-08	registered locked	.com
inderal.us	2014-06-07	registered locked	.us