

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARDIOME PHARMA CORP.		07/18/2014	CORPORATION: CANADA
CARDIOME, INC.		07/18/2014	CORPORATION: DELAWARE
ARTESIAN THERAPEUTICS, INC.		07/18/2014	CORPORATION: DELAWARE
MURK ACQUISITION SUB, INC.		07/18/2014	CORPORATION: DELAWARE
CORREVIO LLC		07/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
CARDIOME INTERNATIONAL AG		07/18/2014	Aktiengesellschaft: SWITZERLAND
CORREVIO INTERNATIONAL SARL		07/18/2014	Société à responsabilité limitée: SWITZERLAND
CORREVIO (UK) LTD.		07/18/2014	private limited company: UNITED KINGDOM
CARDIOME UK LIMITED		07/18/2014	private limited company: UNITED KINGDOM
CORREVIO (AUSTRALIA) PTY LTD.		07/18/2014	proprietary limited company: AUSTRALIA

RECEIVING PARTY DATA

Name:	MIDCAP FUNDING V, LLC
Street Address:	7255 Woodmont Avenue, Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3244293	CARDIOME
Registration Number:	3244294	
Registration Number:	3282759	CARDIOME
Registration Number:	3282761	
Registration Number:	4366123	CORREVIO
Registration Number:	4366122	TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4373761	CORREVIO
Registration Number:	4451751	CORREVIO
Registration Number:	4451764	CORREVIO
Registration Number:	4451793	
Serial Number:	85712167	CARDIOME

CORRESPONDENCE DATA

Fax Number: 7036106200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 703-610-6100

Email: boxip@hoganlovells.com

Correspondent Name: Timothy J. Lyden, 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:	36639.05
NAME OF SUBMITTER:	Timothy J. Lyden
SIGNATURE:	/Timothy J. Lyden/
DATE SIGNED:	07/24/2014

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of the 18th day of July, 2014 by and between MIDCAP FUNDING V, LLC (“**Agent**”), and CARDIOME PHARMA CORP. (the “**Canadian Grantor**”), CARDIOME, INC. (“**Cardiome, Inc.**”), ARTESIAN THERAPEUTICS, INC. (“**Artesian**”), MURK ACQUISITION SUB, INC. (“**Murk**”), CORREVIO LLC (“**Correvio LLC**” and, together with Cardiome, Inc., Artesian and Murk, (the “**U.S. Grantors**”), CARDIOME INTERNATIONAL AG (“**Cardiome AG**”), CORREVIO INTERNATIONAL SARL (“**Cardiome Sarl**” and, together with Cardiome AG, the “**Swiss Grantors**”), CORREVIO (UK) LTD. (“**Correvio (UK)**”), CARDIOME UK LIMITED (“**Cardiome UK**” and, together with Correvio (UK), the “**UK Grantors**”) and CORREVIO (AUSTRALIA) PTY LTD. (“**Correvio (Australia)**” and, together with the Swiss Grantors, the Canadian Grantor and the UK Grantor, the “**Foreign Grantors**” and the Foreign Grantors together with the U.S. Grantors, each a “**Grantor**” and collectively the “**Grantors**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to certain of the Grantors in the amounts and manner set forth in that certain Credit, Security and Guaranty Agreement by and between Agent, the Lenders and Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of the Grantors under the Credit Agreement and the other Financing Documents.

B. Pursuant to the terms of the Credit Agreement and the other Financing Documents, each Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 (including the Copyrights, Trademarks, Patents, and Mask Works).

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 Credit Agreement and the other Financing Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure their Obligations under the Credit Agreement and the other Financing Documents, (i) each U.S. Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of each U.S. Grantor's right, title and interest in, to and under its intellectual property (the “**U.S. Grantor Intellectual Property**”) and (ii) each of the Foreign Grantors grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Foreign Grantor's right, title and interest in, to and under its intellectual property located in the United States (the “**Foreign Grantor Intellectual Property**”, and together with the U.S. Grantor Intellectual Property, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) (i) With regard to each U.S. Grantor, any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now

or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (the “**U.S. Grantor Copyrights**”) and (ii) with regard to each Foreign Grantor, any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof located in the United States, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (the “**Foreign Grantor Copyrights**”) and together with the U.S. Grantor Copyrights, collectively, the “**Copyrights**”);

(b) (i) With regard to each U.S. Grantor, any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held and (ii) with regard to each Foreign Grantor, any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held in the United States;

(c) (i) With regard to each U.S. Grantor, any and all design rights that may be available to such U.S. Grantor now or hereafter existing, created, acquired or held and (ii) with regard to each Foreign Grantor, any and all design rights that may be available to such Foreign Grantor now or hereafter existing, created, acquired or held in the United States;

(d) (i) With regard to each U.S. Grantor, all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (the “**U.S. Grantor Patents**”) and (ii) with regard to each Foreign Grantor, all patents, patent applications and like protections located in the United States, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (the “**Foreign Grantor Patents**”) and together with the U.S. Grantor Patents, collectively, the “**Patents**”);

(e) (i) With regard to each U.S. Grantor, 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 such U.S. Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (the “**U.S. Grantor Trademarks**”) and (ii) with regard to each Foreign Grantor, any trademark and servicemark rights located in the United States, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Foreign Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (the “**Foreign Grantor Trademarks**”) and together with the U.S. Grantor Trademarks, collectively, the “**Trademarks**”);

(f) (i) With regard to each U.S. Grantor, all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (the “**U.S. Grantor Mask Works**”) and (ii) with regard to each Foreign Grantor, all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired in the United States, including, without limitation those set forth on Exhibit D attached hereto (the “**Foreign Grantor Mask Works**”) and together with the U.S. Grantor Mask Works, collectively, the “**Mask Works**”);

(g) 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;

(h) (i) With regard to each U.S. Grantor, all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights and (ii) with regard to each Foreign Grantor, all licenses or other rights to use any of the Copyright, Patents, Trademarks, or Mask Works in the United States and all license fees and royalties arising in the United States from such use to the extent permitted by such licenses or rights;

(i) All amendments, extensions, renewals and extensions of any of the foregoing Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing but without limiting the provisions of Section 7.5(c) of the Credit Agreement, the parties hereto agree that the security interest granted pursuant to this Agreement (and any security interest granted pursuant to any other Financing Agreement in the Collateral) does not and will not extend to, and Collateral will not include any agreement, right, franchise, license or permit (the “**contractual rights**”) to which any Grantor is a party or of which any Grantor has the benefit, to the extent that the creation of the security interest herein would constitute a breach of the terms of or permit any person to terminate the contractual rights and such restriction on the creation of a security interest is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other applicable Law, but any such Grantor must hold its interest therein in trust for the Agent and will assign such contractual rights to the Agent forthwith upon obtaining the consent of the other party thereto. Each Grantor agrees that it will use all commercially reasonable efforts to obtain any consent required to permit any contractual rights to be subjected to the security interest.


This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

CARDIOME PHARMA CORP.

By:  (SEAL)
Name: Jennifer Archibald
Title: Chief Financial Officer

CARDIOME, INC.

By:  (SEAL)
Name: Jennifer Archibald
Title: Director

ARTESIAN THERAPEUTICS, INC.

By:  (SEAL)
Name: Jennifer Archibald
Title: Director

MURK ACQUISITION SUB, INC.

By:  (SEAL)
Name: Jennifer Archibald
Title: Director

CORREVIO LLC

By:  (SEAL)
Name: Jennifer Archibald
Title: Chief Financial Officer

CARDIOME INTERNATIONAL AG

By:  (SEAL)
Name: Jennifer Archibald
Title: Director

CORREVIO (UK) LTD.

By: Jennifer Archibald (SEAL)
Name: Jennifer Archibald
Title: Director

CORREVIO INTERNATIONAL SARL

By: Jennifer Archibald (SEAL)
Name: Jennifer Archibald
Title: Director

CORREVIO (AUSTRALIA) PTY LTD.

By: Jennifer Archibald (SEAL)
Name: Jennifer Archibald
Title: Director

CARDIOME UK LIMITED

By: Jennifer Archibald (SEAL)
Name: Jennifer Archibald
Title: Director

AGENT:

MIDCAP FUNDING V, LLC,
as Agent for Lenders

By: Colleen Skoras (SEAL)
Name: Colleen S. Kovas
Title: Its Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Registered Owner	Patent	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date (if a License, expiration of License and Licensed Property)
Cardiome Pharma Corp.**	Brinavess	United States - 7,101,877	Patent	3/31/2019
Cardiome Pharma Corp.**	Brinavess	United States - 7,057,053	Patent	10/16/2020
Cardiome Pharma Corp.**	Brinavess	United States - 7,259,184	Patent	10/06/2020
Cardiome Pharma Corp.**	Brinavess	United States - 7,524,879	Patent	10/06/2020
Cardiome Pharma Corp.**	Brinavess	United States - 8,008,342	Patent	10/06/2020
Cardiome Pharma Corp.**	Brinavess	United States - 14/081,792	Patent	--
Cardiome Pharma Corp.**	Brinavess	United States - 7,534,790	Patent	3/31/2019
Cardiome Pharma Corp.**	Brinavess	United States - 7,875,611	Patent	3/31/2019
Cardiome Pharma Corp.	Other	United States - 7,687,536	Patent	08/03/2020
Cardiome Pharma Corp.	Other	United States - 7,053,087	Patent	03/03/2020
Cardiome Pharma Corp.**	Brinavess	United States - 7,767,830	Patent	03/31/2019
Cardiome Pharma Corp.**	Brinavess	United States – 8,163,938	Patent	10/31/2023
Cardiome Pharma Corp.**	Brinavess	United States - 7,345,087	Patent	10/16/2020

Cardiome Pharma Corp.**	Brinavess	United States - 7,786,119	Patent	11/18/2025
Cardiome Pharma Corp.**	Brinavess	United States - 7,977,373	Patent	01/08/2027
Cardiome Pharma Corp.**	Brinavess	United States - 13/612,559	Patent	--
Cardiome Pharma Corp.**	Brinavess	United States – 8,692,002	Patent	06/04/2028
Cardiome Pharma Corp.**	Brinavess	United States - 8,058,304	Patent	05/13/2027
Cardiome Pharma Corp.**	Brinavess	United States - 7,754,897	Patent	06/17/2028
Cardiome Pharma Corp.**	Brinavess	United States - 8,022,098	Patent	10/16/2020
Cardiome Pharma Corp.**	Brinavess	United States - 8,080,673	Patent	06/15/2026
Cardiome Pharma Corp.**	Brinavess	United States - 8,344,162	Patent	06/15/2026
Cardiome Pharma Corp.**	Brinavess	United States - 8,618,311	Patent	06/15/2026
Cardiome Pharma Corp.	Other	United States - 7,105,534	Patent	06/12/2021
Cardiome Pharma Corp.**	Brinavess	United States - 12/114,652	Patent	--
Cardiome Pharma Corp.**	Brinavess	United States - 8,263,638	Patent	03/16/2026
Cardiome Pharma Corp.**	Brinavess	United States - 7,345,086	Patent	09/20/2025
Cardiome Pharma Corp.**	Brinavess	United States - 7,820,712	Patent	09/19/2025
Cardiome Pharma Corp.**	Brinavess	United States - 8,188,140	Patent	5/03/2024
Cardiome	Brinavess	United States - 7,674,820	Patent	07/08/2027

Pharma Corp.**				
Cardiome Pharma Corp.**	Brinavess	United States - 8,207,219	Patent	8/09/2024
Cardiome Pharma Corp.**	Brinavess	United States - 7,507,545	Patent	05/22/2022
Cardiome International AG	Brinavess	United States - 13/817,274	Patent	--
Correvio LLC*	Aggrastat	United States - 61/838,742	Patent	--
Correvio LLC*	Aggrastat	United States - 61/838,731	Patent	--
Correvio LLC*	Aggrastat	United States - 61/838,734	Patent	--
Correvio LLC*	Aggrastat	United States - 61/942,577	Patent	--
Correvio LLC*	Aggrastat	United States - 13/130,340	Patent	--

EXHIBIT C

Trademarks

Registered Owner	Mark	Name / Identifier of IP or License	Type of IP (e.g., patent, TM, ©, mask work) or License Agreement	Expiration Date (if a License, expiration of License and Licensed Property)
Cardiome Pharma Corp.	CARDIOME	United States - 3244293	TM	11/26/2019
Cardiome Pharma Corp.	CARDIOME PHARMA CORP.. Logo	United States - 3244294	TM	05/26/2020
Cardiome Pharma Corp.	CARDIOME	United States - 3282759	TM	05/25/2019
Cardiome Pharma Corp.	CARDIOME PHARMA CORP.. Logo	United States - 3282761	TM	09/01/2020
Correvio LLC*	CORREVIO & Heart Design with 2 curves/3 curves	United States - 4366123	TM	06/08/2014
Correvio LLC*	Heart Design with 2 curves/3 curves	United States - 4366122	TM	06/29/2019
Correvio LLC*	CORREVIO	United States - 4373761	TM	03/25/2016
Correvio LLC*	CORREVIO	United States - 4451751	TM	01/02/2021
Correvio LLC*	CORREVIO & Heart Design with 2 curves/3 curves	United States - 4451764	TM	11/15/2019
Correvio LLC	Heart Design with 2 curves/3 curves	United States - 4451793	TM	10/08/2019
Cardiome Pharma Corp.	CARDIOME	United States - 85/712167	TM	06/17/2019

EXHIBIT D

Mask Works

None.