

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING III, LLC		11/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NITTO DENKO CORPORATION		
Street Address:	1-11-2 OSAKI, SHINAGAWA		
City:	TOKYO		
State/Country:	JAPAN		
Postal Code:	1410032		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3544534	PASSPORT	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>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.</i>			
Phone:	404 572 4600		
Email:	trademarks@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	19432.104001 PASSPORT		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	08/25/2014		
Total Attachments: 4			
source=Transfer_Statement to Nitto Denko#page1.tif			
source=Transfer_Statement to Nitto Denko#page2.tif			
source=Transfer_Statement to Nitto Denko#page3.tif			
source=Transfer_Statement to Nitto Denko#page4.tif			

OP \$40.00 3544534

TRANSFER STATEMENT

THIS TRANSFER STATEMENT (this "Transfer Statement") is executed as of November 14, 2011 by MidCap Funding III, LLC, as successor in interest to MidCap Financial, LLC, as administrative agent for the Lenders (in such capacity, the "Secured Party") under the Credit and Security Agreement (defined below), whose address is 7255 Woodmont Ave., Suite 200, Bethesda, Maryland 20814, pursuant to Article 9 of the Uniform Commercial Code as in effect in the State of Georgia (the "UCC"), including under Section 9-619 of the UCC.

1. ALTEA THERAPEUTICS CORPORATION (the "Borrower"), a Delaware corporation whose address is 387 Technology Circle, NW, Suite 100 Atlanta, GA 30313, and the Secured Party are parties to that certain Credit and Security Agreement, dated as of April 29, 2010 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit and Security Agreement," and the lenders thereunder, the "Lenders"). Capitalized terms used herein and not otherwise defined herein are used as defined in the Credit and Security Agreement.

2. As security for the payment and performance of the Obligations, pursuant to the Credit and Security Agreement, the Borrower granted the Secured Party, for the benefit of the Lenders, a lien on and security interest in, upon, and to the personal property set forth on Schedule 7.1 to the Credit and Security Agreement (collectively with the Intellectual Property Collateral set forth, and as defined, in the Intellectual Property Security Agreement (defined below), but excluding the "Excluded Assets" set forth in Exhibit A hereto, the "Subject Collateral"). A copy of Schedule 7.1 to the Credit and Security Agreement is attached hereto as Exhibit B. A copy of the Intellectual Property Security Agreement, dated April 29, 2010 (as amended, supplemented, restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"), by and between the Borrower and the Secured Party, is attached hereto as Exhibit C.

3. Borrower subsequently defaulted in connection with one or more of the Obligations secured by the Subject Collateral. The Secured Party has exercised the Lenders' post-default remedies with respect to the Subject Collateral and disposed of the Subject Collateral by a public sale in accordance with Section 9-610 et seq. of the UCC (the "Disposition").

4. Pursuant to Sections 9-610 and 9-617 of the UCC, the Secured Party has transferred to NITTO DENKO CORPORATION (the "Transferee"), whose address is 1-11-2, Osaki, Shinagawa, Tokyo 141-0032, Japan, all right, title, and interest of the Borrower in, upon, and to the Subject Collateral, free of the security interest of the Secured Party and the Lenders in such Subject Collateral.

5. Secured Party hereby confirms that it has received \$1,600,000.00 by wire transfer in immediately available funds as payment in full of the bid price of the Transferee at the Disposition and no additional amounts are due to satisfy the obligations of the Transferee to the Secured Party or the Lenders in connection with the Disposition. The Required Lenders have instructed the Secured Party (to the extent necessary), and the

Secured Party is and was otherwise duly authorized, to make the Disposition and to execute this Transfer Statement.

6. The Secured Party hereby authorizes, and agrees to execute and deliver documents necessary for: (i) the filing of any UCC financing statement amendments relating to the financing statements currently filed against the Borrower by the Secured Party or the Lenders in connection with the Credit and Security Agreement to reflect the release by Secured Party and the Lenders of any security interests in the Subject Collateral, (ii) the recording of all documents necessary to reflect the transfer of the Intellectual Property Collateral free and clear of the security interests of the Secured Party and (iii) the transfer of title to any Intellectual Property registration or application included in the Subject Collateral to Transferee or its designee. Without limiting the foregoing, the Secured Party hereby authorizes the filing of this Transfer Statement in any intellectual property registry office, in full or redacted form.

7. EXCEPT AS OTHERWISE SET FORTH IN THE ASSET PURCHASE AGREEMENT DATED NOVEMBER 14, 2011 (THE "PURCHASE AGREEMENT"), BY AND BETWEEN THE SECURED PARTY AND THE TRANSFEREE, THE SUBJECT COLLATERAL HAS BEEN SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS" WITH NO EXPRESS OR IMPLIED REPRESENTATIONS, COVENANTS, AND WARRANTIES OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SECURED PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, VALUE, USEFUL LIFE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. MOREOVER, AND WITHOUT LIMITING ANY OF THE FOREGOING, SECURED PARTY SPECIFICALLY DISCLAIMS (I) THE EXISTENCE ON THE CLOSING DATE (AS DEFINED IN THE PURCHASE AGREEMENT) OF ANY SPECIFIC ITEMS CONSTITUTING THE SUBJECT COLLATERAL OR THE QUANTITY OR QUALITY THEREOF; OR (II) THE CONDITION, QUALITY, SUITABILITY, VALUE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE SUBJECT COLLATERAL. NOTWITHSTANDING THE FOREGOING, THE SECURED PARTY REPRESENTS AND WARRANTS TO THE TRANSFEREE THAT THE SECURED PARTY AND THE LENDERS HAVE NOT ENTERED INTO ANY PRIOR OR CONTEMPORANEOUS TRANSFER OF THE SUBJECT COLLATERAL OR THEIR SECURITY INTERESTS THEREIN TO ANY OTHER PERSON OR ENTITY (OR ANY AGREEMENT TO TRANSFER THE SUBJECT COLLATERAL OR THEIR SECURITY INTERESTS THEREIN).

IN WITNESS WHEREOF, this Transfer Statement has been executed as of the date first above written.

MIDCAP FUNDING III, LLC, AS
SUCCESSOR IN INTEREST TO MIDCAP
FINANCIAL, LLC, as administrative agent
for the Lenders under the Credit and
Security Agreement

By: 
Name: **Luis Viera**
Title: **Managing Director**

Altea Therapeutics Corporation
 Trademark Holdings List
 Exhibit C - IP Security Agreement

Trademark	Status	Registration Number	Registration Date	Country
A with Swoops Logo	Registered	3162237	28-Jul-04	European Community
A with Swoops Logo	Registered	4730742	5-Dec-03	Japan
ALTEA THERAPEUTICS	Registered	3162344	8-Sep-04	European Community
ALTEA THERAPEUTICS	Registered	7485113	9-Jun-09	European Community
ALTEA THERAPEUTICS	Registered	4769220	14-May-04	Japan
ALTEA THERAPEUTICS	Registered	525301	24-Apr-09	Japan
ALTEA THERAPEUTICS	Registered	3,493,784	26-Aug-08	US
ALTEA THERAPEUTICS	Registered	3,582,860	3-Mar-09	US
MEDICINES MADE BETTER.	Registered	3,636,717	9-Jun-09	US
MEDICINES MADE BETTER.	Allowed	77252691	10-Aug-07	US
PASSPORT	Registered	3161288	11-Jul-04	European Community
PASSPORT	Registered	3,544,534	9-Dec-08	US
Swoops Logo	Registered	3161981	12-May-04	European Community
Swoops Logo	Registered	4730743	5-Dec-03	Japan

5

CONFIDENTIAL

Print Date 5/7/2010 10:00 AM