

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KineMed, Inc.		12/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Funding V, LLC, as Agent		
Street Address:	7255 Woodmont Avenue		
Internal Address:	Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78321814	KINEMED	
Serial Number:	78321792	KINEMED	
Serial Number:	78321776	KINEMED	
Serial Number:	78202604	AQUATAG	
Serial Number:	78202582	KINEMARKER	
Serial Number:	78202557	KINEMED	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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:	404-443-5735		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Adam Monich, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2061695-0040 KINEMED		
NAME OF SUBMITTER:	Latosha E. Allen		
SIGNATURE:	/Latosha E. Allen/		

OP \$165.00 78321814

DATE SIGNED:	12/09/2014
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Total Attachments: 9

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- source=KineMed - IP Security Agreement #page2.tif
- source=KineMed - IP Security Agreement #page3.tif
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- source=KineMed - IP Security Agreement #page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 9th day of December 2014 by and between **MIDCAP FUNDING V, LLC**, a Delaware limited liability company ("**Agent**") and **KINEMED, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and Grantor 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 Loans to Grantor, but only upon the condition, among others, that 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 Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, 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.

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 the obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, 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 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 (collectively, the "**Copyrights**");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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 (collectively, the "**Patents**");

(e) Any trademark and servicemark rights 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 C attached hereto; provided, however, that any trademark or service mark applications pending in an intent-to-use phase shall be excluded from the Intellectual Property Collateral until such time as a specimen of use is filed (collectively, the "**Trademarks**");

(f) 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 (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) All license fees and royalties arising from licenses or other rights granted to others to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all licenses or other rights from third parties by which Grantor receives any right to use any of the Copyrights, Patents, Trademarks, or Mask Works, to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the 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.

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 other 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 Intellectual Property Security 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. Notwithstanding anything herein to the contrary, to the extent that there is any conflict between this Intellectual Property Security Agreement and the Credit Agreement, the Credit Agreement shall control.

[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.

GRANTOR:

Address of Grantor:

KINEMED, INC.

KineMed, Inc.
5980 Horton Street, Suite 470
Emeryville, CA 94608
Attention: David M. Fineman
Fax: (510) 655-6506
E-Mail: dfineman@kinemed.com

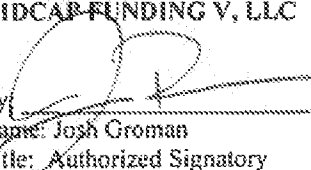
By: _____ (Seal)
Name: David M. Fineman
Title: Chairman and Chief Executive Officer

AGENT:

Address of Agent:

MIDCAP FUNDING V, LLC

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attention: Portfolio Management- Life Sciences
Fax: (301) 941-1450
E-Mail: lyjcm@midcapfinancial.com

By:  _____ (Seal)
Name: Josh Groman
Title: Authorized Signatory

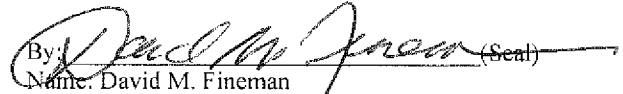
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

KineMed, Inc.
5980 Horton Street, Suite 470
Emeryville, CA 94608
Attention: David M. Fineman
Fax: (510) 655-6506
E-Mail: dfineman@kinemed.com

KINEMED, INC.

By:  (Seal)
Name: David M. Fineman
Title: Chairman and Chief Executive Officer

AGENT:

Address of Agent:

7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attention: Portfolio Management- Life Sciences
Fax: (301) 941-1450
E-Mail: lviera@midcapfinancial.com

MIDCAP FUNDING V, LLC

By: _____ (Seal)
Name: Josh Groman
Title: Authorized Signatory

KINEMED, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005416 FRAME: 0234

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.

EXHIBIT B

Patents

Intellectual Property (registrations and applications)							
Borrower that is Owner of IP	Family	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration/Publication or Application Number	Filing Date	Expiration Date	
KineMed, Inc.	5006	Compositions and Methods of Treatment using modulators of motoneuron disease	US provisional patent	8883847	1/5/2007	1/5/2017	
KineMed, Inc.	5006	See above	Japanese patent issued	2008-549603	7/7/2008	7/7/2018	
KineMed, Inc.	5006-01	Compositions and methods of treatment using modulators of motoneuron diseases	US patent pending	12/994,098	5/21/2009	5/21/2019	
KineMed, Inc.	5006-01	See above	Australia patent pending	2009248971	11/23/2010	5/21/2019	
KineMed, Inc.	5006-01	See above	Canada patent pending	2725138	11/19/2010	2/21/2019	
KineMed, Inc.	5006-01	See above	Europe patent pending	9751593.6	12/21/2010	2/21/2019	
KineMed, Inc.	5013	Chemical modification of Apo lipoprotein mimetic peptides for production of therapeutic agents	US patent pending	14/114386	4/30/2012	4/30/2022	
KineMed, Inc.	5013	See above	Australia patent pending	2012249301	11/6/2013	4/30/2022	
KineMed, Inc.	5013	See above	Canada patent pending	2834657	10/29/2013	4/30/2022	
KineMed, Inc.	5013	See above	Europe patent pending	12726266.5	11/20/2013	4/30/2022	

KineMed, Inc.	5014	Kinetic biomarkers for Parkinson's disease	US patent pending	2014/0274785 A1	3/17/2013	3/17/2023
KineMed, Inc.	5014	See above	International patent pending	PCT/US2014-030359	3/17/2014	3/17/2023
KineMed, Inc.	5015	The effect of phospholipid composition of reconstituted HDL on its cholesterol efflux and anti-inflammatory properties	US provisional patent	62/031,705	7/31/2014	7/31/2024
KineMed, Inc.	5016	Kinetic biomarkers for neurodegeneration	US provisional patent	62/051,884	10/7/2014	10/7/2014

EXHIBIT C

Trademarks

Trademarks:

INTELLECTUAL PROPERTY (REGISTRATIONS AND APPLICATIONS)				
Borrower that is Owner of IP	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration/Publication or Application Number	Filing Date/Expiration Date
KineMed, Inc.		KINEMED	78321814	3230475
KineMed, Inc.		KINEMED	78321792	3230474
KineMed, Inc.		KINEMED	78321776	3395688
KineMed, Inc.		AQUATAG	78202604	3291448
KineMed, Inc.		KINEMARKER	78202582	3280370
KineMed, Inc.		KINEMED	78202557	3234122

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.